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December 10, 2018

Hon. Joe Scarnati  
President Pro Tempore  
Senate of Pennsylvania  
292 Main Capitol  
Harrisburg, PA 17120

**RE: Senator-elect Lindsey Williams Eligibility**

Dear Senator Scarnati:

This office represents Senator-elect Lindsey Williams with respect to questions which have been posed regarding her Constitutional eligibility to serve in the Senate. This letter and enclosed materials are written on behalf of, and in response to your letter to Senator-elect Williams dated November 29, 2018.

Preliminarily, we would like to thank you for extending your original deadline for responding to your inquiry. We appreciate your collegiality in granting our request to do so.

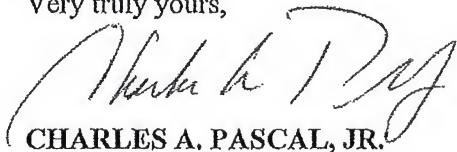
In response to your letter, we have prepared a legal memorandum discussing the applicable law, as well as the facts as applied in this matter.

After reviewing this information, we are certain that you will conclude that Senator-elect Williams meets the requirements of eligibility found in Article 2, Section 5 of the Pennsylvania Constitution, in that she established residency and domicile in Pennsylvania on or before November 6, 2014. If, however, you or any other of Ms. Williams' Senate colleagues have further questions or would like clarification of any information we have provided, we will be happy to provide answers to any inquiries which are posed to us.

Because we believe that the information provided adequately answers any concerns regarding Senator-elect Williams' eligibility to serve as a Senator in the General Assembly, we are not requesting a hearing before the panel of Senators which you have appointed at this time. However, we would participate in any hearing or other proceeding which the panel deems necessary and appropriate to address any remaining concerns.

Thank you in advance for what we trust will be your fair consideration of the materials we are providing in this transmittal. As a newly elected member of the Senate, Senator-elect Williams looks forward to working with you in service of the people of Pennsylvania.

Very truly yours,



CHARLES A. PASCAL, JR.

cc: Senator Jay Costa, Minority Leader

## MEMORANDUM

### I. INTRODUCTION

Senator-elect Lindsey Williams prevailed in the General Election held on November 6, 2018 for the office of Senator in the General Assembly from the 38<sup>th</sup> Senatorial District by a vote of 62,361 to 61,568. Following her election, the President Pro Tempore of the Senate, Senator Joe Scarnati, sent a letter to Senator-elect Williams indicating that he questioned her “qualification to be sworn in to serve in accordance with the Constitutional requirements.”

This Memorandum and related documents are submitted to Senator Scarnati in response to that letter.

Article 2, Section 5 of the Pennsylvania Constitution sets forth the qualifications for members of the General Assembly. Among these qualifications is that members “shall have been citizens and inhabitants of the State for four years, and inhabitants of their respective districts one year next before their election (unless absent on the public business of the United States or this State).” Pennsylvania courts use a domicile analysis when considering whether a candidate satisfies the citizenship and inhabitancy requirement of Article 2, Section 5. *In re Pendergast*, 673 A.2d 324, 327 (Pa. 1996); *In re Lesker*, 105 A.2d 376, 378 (Pa. 1954). Courts in Pennsylvania have defined domicile as “the place in which, both in fact and intent, the home of a person is established without any purpose to return to a former home; the place where he lives, in distinction from that where he chooses to abide, in distinction from that in which he may be for a temporary purpose.” *Milam v. Milam*, 677 A.2d 1207, 1211 (Pa. 1996), quoting *Wallace v. Wallace*, 89 A.2d 769, 771 (Pa. 1952).

Domicile is established by demonstrating physical presence within a state plus the intent to make that state one's permanent home. *Prendergast*, at 328. Once established, however, a domicile "can be retained without physical presence or residence until it be proven that a new domicile has been acquired." **Restatement 2d Conflicts § 17.**

A person's actions are the objective manifestation of her intent to establish domicile. *Bernhard v. Bernhard*, 668 A.2d 546, 550 (Pa. Super. 1995). No single factor is dispositive to establish domicile. *In re Reighard's Estate*, 113 A.2d 305, 306 (Pa. 1955). Rather, courts consider the totality of the circumstances to determine whether both the intent and necessary presence within the state exist in order to establish domicile. E.g., *Bernhard*, at 550.

## II. FACTS

Senator-Elect Lindsey Williams is a native of Wyoming, Luzerne County, Pennsylvania. Following graduation from high school, she attended Dickinson College in Carlisle, from which she graduated in 2005, and Duquesne University School of Law in Pittsburgh, from which she graduated in 2008. She is a member of the Pennsylvania Bar.

Following law school, Ms. Williams worked in the metropolitan Washington, DC area for the National Whistleblowers Center and the International Brotherhood of Teamsters. During this time, she lived in both Virginia and Maryland, where she lived with her sister and brother-in-law.

During 2014, Ms. Williams was seeking new employment. One of the positions for which she applied was with the Pittsburgh Federation of Teachers (PFT). After interviewing for the position, Ms. Williams was formally offered the job on October 30, 2014.

In the same time period, Ms. Williams early-voted in the 2014 General Election in Maryland.

Immediately upon being offered the job on October 30, Ms. Williams contacted friends and family in the Pittsburgh area to inform them of her intention to take the job with PFT, and to arrange living arrangements in the Pittsburgh area. Specifically, Ms. Williams contacted her friends Rebecca and Patrick Boyle, who agreed that Ms. Williams could take up residence with them in their home in suburban Pittsburgh for an indefinite period of time until she could find an acceptable apartment of her own. In addition, she contacted her cousin Michele Long to assist her in her search for an apartment. Simultaneously, she informed her sister and brother-in-law, with whom she had been living in Maryland, that she intended to move out of their home and move to Pittsburgh.

Also on October 30, 2014, Ms. Williams traveled to her parents' home in Wyoming, Pennsylvania to retrieve an extensive amount of belongings that she had stored there so that she might transport them to her new home in the Pittsburgh area. Ms. Williams then returned to Maryland on November 2, 2014 to retrieve more belongings and complete her move to Pittsburgh.

On November 6, 2014, Ms. Williams arrived at her new home with Rebecca and Patrick Boyle in Allegheny County. Over the next several days, Ms. Williams looked at various apartments, and settled on one which was located at \_\_\_\_\_ in the Borough of West View. Ms. Williams informed the landlord that she wished to take the apartment, and made application with the landlord. Following this, on November 12, Ms. Williams traveled to Los Angeles for her last work assignment for the Teamsters.

She then returned to her sister's home in Maryland to retrieve those belongings which remained there, and moved them to Pittsburgh. Upon her return to Pittsburgh in late November, 2014, Ms. Williams moved her belongings into the West View apartment.

On December 11, 2014, Ms. Williams went to a PennDOT office in Pittsburgh and effectuated a change in her drivers' license and vehicle registration to reflect her new address. As a part of that process, she registered to vote at the new address through PennDOT's "motor voter" program. According to the SURE system, the voter registration became effective on December 25, 2014.

### III. ANALYSIS

In response to Senator Scarnati's inquiry of November 29, 2018, Senator-elect Williams has provided a number of documents and affidavits to establish the above facts, which demonstrate that both her intent to make Pennsylvania her domicile and her presence within Pennsylvania occurred on or before November 6, 2014.

It should be noted that there is no document or evidence which tends to show that Senator-elect Williams does not meet the Constitutional requirement of having been a domiciliary of Pennsylvania for four years prior to her election.

The facts as shown in the accompanying affidavits and documents demonstrate that Senator-elect Williams accomplished her change of domicile on or before November 6, 2014. "To accomplish a change of domicile there must be not only the animus to change but the factum as well. There must be an actual transfer of bodily presence from one place to another." *Lesker Case*, 105 A.2d 376, 380 (Pa. 1954). Significantly, "The animus and the factum do not need to be simultaneous, but until they coincide the change in domicile is not effected." *Id.*

It is undisputed that Williams' intent to make Pennsylvania her domicile was formed when she received an offer for a job in Pittsburgh on October 30, 2014, when she began contacting friends and family to inform them of her intent to accept the job. It is further undisputed that she formally accepted that job on November 2, 2014, further demonstrating her intent.

It is also undisputed that Williams arrived at her new residence with the Boyles in Allegheny County on November 6, 2014, after having traveled into Pennsylvania to retrieve and pack her belongings in Luzerne County, and after having packed up belongings in Maryland for the move.

To acquire a domicile, two things must occur: "(1) Physical presence in the place where domicile is alleged to have been acquired; (2) intent to make that place the home of the party." *In re Dorrance's Estate*, 163 A. 303, 310 (Pa. 1932)(internal citations omitted). "If the intention of permanently residing in a particular place exists, a residence in pursuance of that intention, however short, will establish a domicile." *Id.* at 310-11, citing *Price v. Price*, 27 A. 291 (Pa. 1894). Presence in the new state plus the intent to remain for an indefinite period of time as the new place of residence establish domicile. *Blue v. National Fuel Gas Distribution Corp.*, 437 F.Supp. 715, 718 (W.D. Pa. 1977).

Residence in a new locality with the intent to make that location the person's home for the indefinite future, coupled with the manifested intent to abandon the previous domicile indicates the establishment of a new domicile. *In re Estate of Getz*, 611 A.2d 778 (Pa. Cmwlth. 1992); *Estate of McKinley*, 337 A. 2d 851 (Pa. 1975); *Obici Estate*, 97 A.2d 49 (Pa. 1953).

The issue of domicile is a mixed question of fact and law. The ultimate fact of domicile is merely a deduction from other facts. *Getz*, 611 A.2d at 780. “Circumstances such as house of residence, place of business, payment of taxes, exercise of voting rights, and declaration of intention are indicators of domicile, but these may not be conclusive, but they lend guidance to the determination.” *Reynolds v. Ranta*, 362 F.Supp. 333 (W.D. Pa. 1973).

That being said, there are three facts have been consistently been pointed out by those who question Senator-elect Williams’ eligibility. Those are the fact that she voted in Maryland in the General Election in 2014, that she received a speeding ticket in York County on November 2, 2014 where her address was listed as Maryland on her driver’s license, and that she did not move into her own apartment until late November, 2014. We will deal with those issues now.

The fact that Senator-elect Williams voted in the 2014 General Election in Maryland is inapposite to the question of residency in Pennsylvania on November 6, 2014. Early voting in Maryland is open for eight (8) days, ending on the Thursday before Election Day.<sup>1</sup> That means that the early voting period in Maryland was from October 23-30, 2014. This period was before Senator-elect Williams had received a formal job offer from the Pittsburgh Federation of Teachers. In addition, the Pennsylvania Voter Registration Act, 25 P.S. § 961.501 mandates that in order to be qualified to vote that a person must have resided at an address for at least 30 days prior to the next ensuing election. It is undisputed that Senator-elect Williams had not been a Pennsylvania resident for 30 days prior to November 6, 2014; therefore, it would have been impossible for her to register to vote in Pennsylvania.

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<sup>1</sup> Maryland Code, Election Law § 10-301.1(d)(1)

These facts, though, make Senator-elect Williams' voting in Maryland to be irrelevant to the question of determining whether she was a resident and domiciliary of Pennsylvania on November 6, 2014.

On November 2, 2014, Senator-elect Williams was stopped for speeding on Interstate 83 in York County. She presented the Trooper with her Maryland license, containing her Maryland address. She paid the ticket several days later. Some who question her Pennsylvania residency question why the receipt of payment still indicates her Maryland address. This is so for two reasons. First, having paid the ticket and not having requested a hearing, there was no reason to change her address in court records. Secondly, at the time she paid the ticket, she had not yet obtained her Pennsylvania drivers' license, which the record shows was obtained on December 11, 2014, within two weeks after returning from her business trip to Los Angeles.

Third, the issue of when Senator-elect Williams found and moved into her own apartment is likewise inapposite to any question regarding her residency in Pennsylvania on or before November 6, 2014. As the above cited cases show, a domicile is established upon the convergence of intent and presence in the new state. This was accomplished between October 30 and November 6, 2014. It is beyond question that upon moving her belongings and moving in with Rebecca and Patrick Boyle in the Pittsburgh suburbs on November 6, 2014, that domicile was established.

"To accomplish a change of domicile, there must be not only the animus to change but the factum as well. There must be an actual transfer of bodily presence from one place to another. The animus and the factum do not need to be simultaneous, but until they coincide the change in domicile is not effected. In the law a domicile is as deep rooted as a tree and to

transfer it from one location to another requires an operation as intensive as the digging up, loading, transportation, and replanting of an elm or maple.” *Lesker*, 105 A.2d at 380.

Further, the presence in a locale without a place of one’s own does not defeat the establishment of a domicile. In *Publicker Estate*, 123 A.2d 655 (Pa. 1956) our Supreme Court found that the fact that Publicker took up temporary quarters in a Philadelphia hotel until she could acquire a suitable dwelling, and did not move her furniture or personal belongings did not defeat her intent to move to Philadelphia, nor did it defeat the proposition that she was domiciled in Philadelphia as opposed to Montgomery County.

That is the situation here. Senator-elect Williams clearly had the intent of making Pennsylvania her home, beginning at the latest when she received the job offer from the Pittsburgh Federation of Teachers in late October, 2014, which she immediately informally accepted, and formally accepted on November 2, 2014. At this point she had already traveled to Pennsylvania to retrieve belongings which were eventually moved to the Boyles’ residence on November 6, 2014, having abandoned her Maryland domicile, and “replanted” in Pennsylvania.

No action taken by Senator-elect Williams from the end of October until subsequent to her move to Allegheny County on November 6, 2014, contradicts or negates the convergence of intent and presence in a new domicile. Again, domicile is established by residence in a new locality with the intent to make that location a permanent home, coupled with manifested intent to abandon one’s previous domicile. *Obici Estate, supra*. That is precisely what occurred here, and the fact that certain actions were taken after November 6 is of no moment.

As our court noted in *Wallace*, “One does not move to a new domicile and immediately change church membership, bank account, operator’s license, and club memberships. Nor does he immediately select a neighborhood, purchase a home and buy furniture. All of those acts

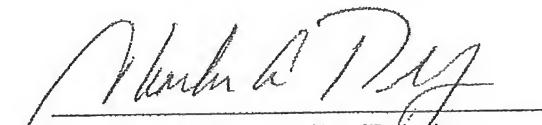
require varying degrees of consideration and as a consequence cannot be done hastily nor simultaneously. However, the fact that these things are done eventually and within a reasonable period of time is evidence that his expressions of intent were bona fide." *Wallace*, 89 A.2d at 409.

#### IV. CONCLUSION

To deprive the voters of their choice of Senator, in effect overturning an election, and creating a vacancy in the office for several months should not be something taken lightly, nor something done without clear and convincing evidence that an elected member is not eligible to serve under the provisions of our Constitution.

Not only is there an absence of clear and convincing evidence that Senator-elect Williams failed to establish residency and domicile in Pennsylvania on or before November 6, 2014, the record is simply devoid of any indication that she failed to do so. To the contrary, the record shows that Senator-elect Williams formed the intent to move to Pennsylvania, and was in residence in Pennsylvania on November 6 at the latest. As such, there is no justifiable reason for the Senate to not seat Lindsey Williams as a Senator in the General Assembly.

Respectfully submitted,



\_\_\_\_\_  
Charles A. Pascal, Jr., Esquire  
Attorney for Senator-elect Lindsey Williams

## **LIST OF DOCUMENTS PROVIDED**

Exhibit A - Affidavit of Lindsey Williams  
Addendum 1- APSCUF Application  
Addendum 2- PFT Application  
Addendum 3- Email from Jesse Ziegler  
Addendum 4- Email from Jesse Ziegler  
Addendum 5- Email from Jesse Ziegler re: healthcare  
Addendum 6- Draft offer from PFT  
Addendum 7- Email to PFT  
Addendum 8- Email to Jesse Ziegler re: start date  
Addendum 9- Formal offer from PFT  
Addendum 10- Email to PFT accepting position  
Addendum 11- Teamsters' resignation letter  
Addendum 12- Email with Jesse Ziegler  
Addendum 13- Email to Jesse Ziegler  
Addendum 14- Highmark Enrollment Form with PFT  
Addendum 15- Email with Michele Long  
Addendum 16- Forwarded email from  
Addendum 17- Lease for West View Apartment  
Addendum 18- Temporary PA Driver's License issued 12/11/2014  
Addendum 19- PA Driver's License issued 12/11/2014  
Addendum 20- Vehicle title and registration

Exhibit B- Affidavit of Rebecca Boyle  
Exhibit C- Affidavit of Patrick Boyle  
Exhibit D- Affidavit of Jesse Ziegler  
Exhibit E- Affidavit of Jason Miller  
Exhibit F- Affidavit of Nancy Williams  
Exhibit G- Pennsylvania Drivers' Licenses-2014  
Exhibit H- Speeding ticket – November 2, 2014  
Exhibit I- Voter Registration Information

# **Exhibit A**

AFFIDAVIT

I, Lindsey M. Williams, of West View, Pennsylvania, hereby state under oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. In November 2012, I unexpectedly lost my job. My now brother-in-law Jason Miller offered that I could move in with him and my sister Caitlyn Miller if I needed to.
3. In May 2013, I was still unemployed and it became too difficult financially to maintain my own apartment in Arlington, Virginia. I took Mr. and Mrs. Miller up on the offer to move into their townhouse at [redacted], Maryland until I got a new job and was more financially secure.
4. I was moving into a much smaller space, so I was unable to fit all of my belongings in the townhouse. I took all of my kitchen stuff, some of my furniture (such as my kitchen table and chairs), my holiday decorations, and other miscellaneous items to my parents house in Wyoming, Pennsylvania.
5. I never intended to stay at their townhouse long term. However, in order to make things easier I changed my address, got a Maryland driver's license, and switched my voter registration.
6. I accepted a position at the International Brotherhood of Teamsters in Washington, DC in October 2013.
7. Despite enjoying my job at the Teamsters, I wanted to move back to Pennsylvania. I asked my sister and brother-in-law if I could continue staying with them until I found a new job. They said yes.
8. I began applying for jobs located only in Pennsylvania. In July 2014, I applied and was interviewed for a position at the Association of Pennsylvania State College and University Faculties in Harrisburg, PA. (Addendum 1)
9. On September 18, 2014, I applied for the position of Communications Director at the Pittsburgh Federation of Teachers (PFT). (Addendum 2)
10. On or before October 2, 2014, I had my first phone call with Jesse Zeigler, an American Federation of Teachers National Representative, for the PFT position. On October 2, 2014, Mr. Zeigler emailed me for the first time with his contact information. (Addendum 3)
11. Mr. Zeigler and I emailed back and forth a few times setting up a second interview with PFT President Nina Esposito-Visgiris. (Addendum 4)
12. On October 10, 2014, I had a Skype interview with PFT President Esposito-Visgiris, Organizing Director Rachel Canning, and Mr. Zeigler.
13. At point between the October 10th and 27th, Mr. Zeigler called with a verbal job offer. I was extremely surprised because I was expecting to have a third interview in Pittsburgh with the PFT Executive Board. I asked Mr. Zeigler if they needed me to come out to Pittsburgh for another

interview. He replied that they no longer needed an in-person interview because if I was coming to Pittsburgh they just wanted me to stay in Pittsburgh.

14. On or about October 24, 2014, Mr. Zeigler and I spoke about the salary and benefits for the position. I accepted the position over the phone and asked that they send something in writing so that I could give my notice to the Teamsters.
15. On or about October 24, 2014, I told my sister and brother-in-law that I accepted the PFT job and would be moving out.
16. On October 27, 2014, Mr. Zeigler emailed me details of healthcare plan. (Addendum 5)
17. On October 28, 2014, I received draft formal offer letter from PFT before they put it on letterhead. I replied that it looked great and that I was looking forward to joining the team at PFT. (Addendums 6 & 7)
18. On October 29, 2014, I sent Mr. Zeigler an email and told him that I gave the Teamsters my verbal notice. The Teamsters said they would still like me to complete my previously scheduled work trip to Los Angeles. I asked for time off to go to Pittsburgh before leaving for Los Angeles. (Addendum 8)
19. On October 30, 2014, I received the formal PFT offer on letterhead signed by PFT President Esposito-Visgitis. (Addendum 9)
20. Mr. Zeigler and I exchanged a number of emails trying to find dates that would work to come to Pittsburgh before Los Angeles that I could meet the staff in person before starting and to find an official start date.
21. On Friday, October 31, 2014, I drove from Maryland to my parents house in Wyoming, Pennsylvania to pick up my belongings that were being stored there. I stayed there for the weekend and attended a family anniversary party since I happened to be in town.
22. On Sunday, November 2, 2014, I packed my car full of my stuff and drove back to my sister's townhouse in Maryland. I was stopped for speeding going southbound on I-83 in York County, Pennsylvania. I used my Maryland driver's license because I hadn't yet had time to switch anything after giving my notice three days earlier.
23. On November 2, 2014, I signed the formal PFT offer letter and I emailed it back on November 3, 2014. (Addendum 10)
24. On November 3, 2014, I gave the Teamsters a formal resignation letter. (Addendum 11)
25. On November 4, 2014, Mr. Zeigler emailed me that the secretaries were asked to prepare new employee paperwork for me to fill out on Friday afternoon. He also stated that he would be sending me a number of emails to try to get me up to speed before I started. Mr. Zeigler did send me emails between then and December 1. (Addendum 12)
26. On November 4, 2014, I replied to Mr. Zeigler that "I will text on Friday [November 7, 2014] when I have a better idea of my ETA." (Addendum 13)

27. My initial plan was to drive out to Pittsburgh on the morning of November 7, 2014. When I told my friend Rebecca Boyle that I would be meeting Mr. Zeigler for lunch she insisted that I not take the chance of driving in the morning and come out the night before instead. We had previously agreed that I would live at her house until I found my own apartment.

28. I changed my plan and drove out to Pittsburgh on November 6, 2014. I had left my belongings from my parents house in my car during those few days.

29. On November 7, 2014, I met with the PFT secretaries to fill out some forms and I had lunch with Mr. Zeigler at Piper's Pub. (Addendum 14)

30. After I accepted the PFT position, I began looking for apartments in the Pittsburgh area. Mrs. Boyle and her husband Patrick Boyle were helping me look. I was having a hard time finding something. So, I asked my cousin Michele Long, a Pittsburgh area realtor, to help me look. On November 5, 2014, Mrs. Long created an account for me in the West Penn Multi-List, a home listing portal system to help clients find housing. (Addendum 15)

31. On November 9, 2014, I looked at a few potential apartments with my cousin Michele Long and Mrs. Boyle including in West View where I currently live.

32. On November 10, 2014, Mrs. Long forwarded me an email from the landlord that he was glad I was interested in the apartment. He gave instructions for the deposit and sent the credit check application. (Addendum 16)

33. On November 10, 2014, I opened a new local bank account Citizens Bank. I used that bank for my deposit check to Mr. .

34. On November 12, 2014, Ms. Boyle dropped me off at the Pittsburgh Airport for my flight to Los Angeles for a previously scheduled work trip with the Teamsters. I left my car and all my belongings that I had moved into Mrs. Boyle's house.

35. On November 19, 2014, I flew from Los Angeles to Baltimore.

36. On November 19, 2014, Mrs. Long sent me the lease from Mr. Mrs. Long on November 20, 2014 and she forwarded it to Mr. date on the lease was December 1, 2014. (Addendum 17) I returned the signed lease to on November 21, 2014. The start

37. Mrs. Long arranged for me to leave my belongings at until I took possession of the apartment on November 30, 2014. apartment on November 23, 2014

38. November 21, 2014 was my last day at Teamsters.

39. On November 22, 2014, I picked up my UHaul truck and movers packed the truck. On November 23, 2014, my parents and I drove the UHaul with remainder of my belongings to Pittsburgh. Mrs. and Mr. Boyle met me at to help me unload.

40. My landlord let me drop all my belonging in living room because still renovating the other parts of apartment.

41. On November 24, 2014, I drove to my parents house in Wyoming, Pennsylvania for Thanksgiving and drove back to spend my first night at my apartment at \_\_\_\_\_ on November 30, 2014.

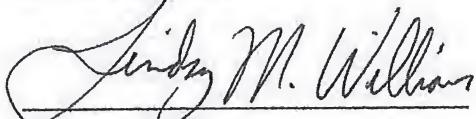
42. I began my first paid day working at the Pittsburgh Federation of Teachers on Monday, December 1, 2014.

43. Election Day was November 4, 2014. I voted in early in Maryland. I do not remember what day I voted early. It was too late to switch my voter registration to Pennsylvania. Voting is very important to me. I have never missed voting in a primary, general, or special election.

44. I went to the Pennsylvania DMV on December 11, 2014 to get a driver's license and switch my voter registration. They gave me a temporary license that expired on December 26, 2014. I believe they mailed me the regular license also dated on December 11, 2014. It appears that despite registering to vote at the DMV on December 11, 2014 using motor voter, the registration was not processed until December 25, 2014. (Addendums 18 & 19)

45. I also changed the title and registration for my car on December 11, 2014. (Addendum 20)

End of statement.



Lindsey M. Williams

Pittsburgh, PA 15229

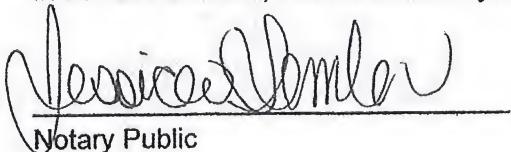
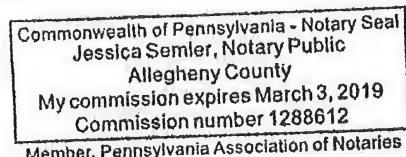
Email: [Lindsey@LindseyForPA.com](mailto:Lindsey@LindseyForPA.com)

State of Pennsylvania

County of Allegheny

On this, the 9<sup>th</sup> day of January, 2018, before me Jessica Semler, the undersigned officer, personally appeared Lindsey Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

# Addendum 1



Lindsey Williams ·

## Thank You

1 message

Lindsey Williams

To:

Wed, Jul 16, 2014 at 9:38 AM

Dear Mr. Mash:

I am back from the port strike in LA and I just wanted to take a minute to thank you for taking the time to interview me last week. Hopefully, I will have the opportunity to meet with you in person. I look forward to talking with you in more detail about how I have used my law degree to successfully lobby for stronger whistleblower protections. I have worked on various complicated and controversial pieces of legislation, including protections for national security whistleblowers. I also look forward to learning more about APSCUF and its goals for the future.

Sincerely,

Lindsey

Lindsey M. Williams, Esq.

Crofton, MD 21114

# Addendum 2



## Application Received

Thank you for your application. We will review your information and contact you if you match our requirements.

Powered By: ApplicantStack

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# Addendum 3



Lindsey Williams

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**good talking with you****Jesse Zeigler, National Representative**

To:

Thu, Oct 2, 2014 at 5:50 PM

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) | [www.facebook.com/AFTunion](https://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](https://www.twitter.com/AFTunion)

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# Addendum 4



Lindsey Williams

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**good talking with you**

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**Jesse Zeigler, National Representative**

To:

Tue, Oct 7, 2014 at 3:12 PM

You're confirmed for 12:30 on Friday. Should we call your cell?

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) | [www.facebook.com/AFTunion](https://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](https://www.twitter.com/AFTunion)  
[Quoted text hidden]

# Addendum 5



Lindsey Williams

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**FW: Benefits info****Jesse Zeigler, National Representative**

To:

Mon, Oct 27, 2014 at 4:53 PM

Hey Lindsey,

In the meantime, attached is the overview of the healthcare plan, which I understand is very good. I might not be able to get you breakdown of dental discount plan very quickly unfortunately.

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) [www.facebook.com/AFTunion](https://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](https://www.twitter.com/AFTunion)

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**From:** Marlene Pesacreta  
**Sent:** Monday, October 27, 2014 4:32 PM  
**To:** Jesse Zeigler, National Representative  
**Subject:** FW: Benefits info

Marlene Pesacreta  
Pittsburgh Federation of Teachers

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This e-mail and any attachments are confidential and are intended solely for the named addressee(s). If you are not a named addressee, you should not copy, alter, post, forward, distribute or disseminate the contents of the e-mail or attachments. When responding, please refrain from including information such as social security numbers, passwords, and other sensitive types of data in non-encrypted emails and non-password protected email attachments. Any views or opinions expressed are solely those of the individual and do not necessarily represent those of the American Federation of Teachers (AFT).

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**Benefit Grid - Premium PPO Blue \$10.pdf**  
210K

12/8/2018

Gmail - FW: Benefits info

# Addendum 6



Lindsey Williams

## Job offer--PFT400 Communications Director

Jesse Zeigler, National Representative

Tue, Oct 28, 2014 at 4:38 PM

To:

Cc:

Hey Lindsey, see below for offer letter and details. Wanted you to review before we put on letterhead, etc. Please let me know if you see anything out of whack with what we discussed. I did get it ok'd to keep position title Communications Director. We're excited to move forward.

### DRAFT DRAFT DRAFT

Dear Lindsey,

We are pleased to offer you the position of **Communications Director** of the Pittsburgh Federation of Teachers, American Federation of Teachers, Local 400, AFL-CIO. We feel that your skills and background will be a real asset to the PFT.

Your immediate supervisor will be Nina Esposito-Visgitis, President of PFT400. Your starting date is to be decided upon your acceptance of the offer.

The salary is \$60,000 per year and is paid on a bi-weekly basis. The position also includes fully employer-paid health care with prescription coverage outlined in the attached plan summary. Additional benefits, including vision and dental supplemental/discount plans, are provided through AFT Pennsylvania (additional details will be provided when available).

PFT also agrees to contribute 4% of your base annual salary on a biweekly basis to a 401(k) or comparable defined contribution retirement plan (specific plan details TBA and will be negotiated with you).

In addition to your base salary, PFT will provide an allowance of \$3,600/yr distributed biweekly for use of personal vehicle in lieu of business mileage reimbursement. PFT will also provide a cell phone/technology allowance of \$1,200/yr, also distributed over your biweekly pays.

In your first year, you will receive 12 days paid vacation. Such vacation shall be earned and accrued in equal increments per pay period. If you use advanced leave that is approved by supervisor and you do not earn it back before leaving employment with the project, the net amount due will be deducted from your last paycheck. All vacation time must be approved in advance by your supervisor. You will also be off work with pay on all days observed by the office as holidays or breaks.

Paid holidays are as follows based on the PFT Collective Bargaining Agreement with the Pittsburgh Board of Education:

1. New Year's Day
2. Martin Luther King, Jr. Day

3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving
9. Day after Thanksgiving Day
10. Workday before Christmas Day
11. Christmas Day
12. Workday before New Year's Day

Sick leave will be based on one (1) sick day per month of employment with the right to accumulate from one year to the next.

Primary position responsibilities include, but are not limited to:

- Working with local, state and national media on behalf of the Pittsburgh Federation of Teachers
- Planning, researching and composing a variety of written work to promote PFT priorities
- Effectively using PFT400.org website as the union's information hub
- Produce regular membership newsletters and member mobilization materials
- Expand social medial outreach vehicles, and
- Draft press, advertising and community outreach materials.
- Representing PFT to the media under the direction of the President of PFT
- Drafting speeches and other written presentations for PFT leaders

During the term of employment, you are prohibited from engaging in Union political activity which is defined as follows:

1. Publicly endorsing or advocating on behalf of any candidate for any local, state or national AFT elective office; or
2. Contributing funds or services toward the election of any candidate for any local, state or national AFT elective office.

Be advised that confidential information and trade secrets that are learned while in the employment of the project are not to be disclosed to other parties and are the property of the project. Information that must be kept confidential includes, but is not limited to, data in any form concerning potential and actual members, unit lists and contact information, potential and actual organizing targets, employer and unit research, contacts that have produced such target information, strategic plans and assessments, as well as the techniques and strategies used by the project to develop and operate an organizing campaign. The duty to preserve confidentiality of this information extends during and after termination of employment.

There is no definite term to this contract and it may be terminated by either party for any reason whatsoever with two weeks notice.

Both the employee and the employer understand that no representations of employment terms, other than those contained in this letter, are valid.

We are looking forward to having you on our team and know you will work hard on behalf of our members.

Sincerely,

Nina Esposito-Visgitis

President, Pittsburgh Federation of Teachers, AFT Local 400, AFL-CIO

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) | [www.facebook.com/AFTunion](https://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](https://www.twitter.com/AFTunion)

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 **PFT400-Benefit Grid - Premium PPO Blue \$10.pdf**  
210K

# Addendum 7

**Lindsey Williams**

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**Job offer--PFT400 Communications Director**

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**Lindsey Williams**To: "Jesse Zeigler, National Representative"  
Cc: Nina Espósito-Visgitas

Tue, Oct 28, 2014 at 4:44 PM

Jesse,

That all looks great. I am really looking forward to joining the team.

Sincerely,  
LindseySent from my iPhone  
[Quoted text hidden]

&lt;PFT400-Benefit Grid - Premium PPO Blue \$10.pdf&gt;

# Addendum 8



Lindsey Williams

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## Job offer--PFT400 Communications Director

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**Lindsey Williams**To: "Jesse Zeigler, National Representative"  
Cc: Nina Esposito-Visgitas

Wed, Oct 29, 2014 at 11:28 AM

Nina and Jess,

I gave the Teamsters my notice. They would like me to still go to LA to help with the port drivers strike. I let them know that I would have to take two days off to go out to Pittsburgh for Orientation. I know that Nina said she would be out of the office the 5th and the 6th. Would Friday the 7th and Monday the 10th work?

The last thing we have to figure out is start date. Would you like me to start before Thanksgiving? I could probably start Monday the 24th. I would be happy to talk to you over the phone to work this out.

Sincerely,  
Lindsey

Sent from my iPhone

On Oct 28, 2014, at 4:38 PM, Jesse Zeigler, National Representative

wrote:

[Quoted text hidden]

&lt;PFT400-Benefit Grid - Premium PPO Blue \$10.pdf&gt;

# Addendum 9



Lindsey Williams

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## Job Offer Letter/Start Date

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**Jesse Zeigler, National Representative**

To:

Cc: Nina Esposito-Visgitas

Thu, Oct 30, 2014 at 4:40 PM

Hey Lindsey,

Attached is a final offer letter. It's identical to what I sent you earlier this week but includes Nina's signature and has lines for you to sign and date it. Let me know if you have questions before signing it. Otherwise, you can sign and date, then either mail it to us or scan your signed copy and email back. Thanks.

On start date, Nina is ok with Nov 24<sup>th</sup> if that works well for you to get in for the short week to get acclimated. But we are definitely ok having you start on Monday, Dec 1<sup>st</sup> if you want to wait until after the holiday.

Let us know. Either fine on our end.

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) | [www.facebook.com/AFTunion](http://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](http://www.twitter.com/AFTunion)

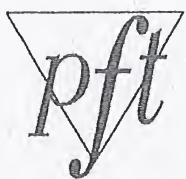
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 10-30-14 Lindsey M. Williams.pdf  
999K

# Addendum 10



# Pittsburgh Federation of Teachers

AFT Pennsylvania • American Federation of Teachers • AFL-CIO  
10 South Nineteenth Street at the River • Pittsburgh, Pennsylvania 15203-1842  
Phone: (412) 431-5900; (412) 431-4755 • Fax: (412) 431-6882 • Website: [www.pft400.org](http://www.pft400.org)

Thursday, October 30, 2014

Ms. Lindsey M. Williams

Crofton, MD 21114

Dear Lindsey,

We are pleased to offer you the position of Communications Director of the Pittsburgh Federation of Teachers, American Federation of Teachers, Local 400, AFL-CIO. We feel that your skills and background will be a real asset to the PFT. Your immediate supervisor will be Nina Esposito-Visgiris, President of PFT400. Your starting date is to be decided upon your acceptance of the offer.

The salary is \$60,000 per year and is paid on a bi-weekly basis. The position also includes fully employer-paid health care with prescription coverage outlined in the attached plan summary. Additional benefits, including vision and dental supplemental/discount plans, are provided through AFT Pennsylvania (additional details will be provided when available).

PFT also agrees to contribute 4% of your base annual salary on a biweekly basis to a 401(k) or comparable defined contribution retirement plan (specific plan details TBA and will be negotiated with you).

In addition to your base salary, PFT will provide an allowance of \$3,600/yr distributed biweekly for use of personal vehicle in lieu of business mileage reimbursement. PFT will also provide a cell phone/technology allowance of \$1,200/yr, also distributed over your biweekly pays.

In your first year, you will receive 12 days paid vacation. Such vacation shall be earned and accrued in equal increments per pay period. If you use advanced leave that is approved by supervisor and you do not earn it back before leaving employment with the project, the net amount due will be deducted from your last paycheck. All vacation time must be approved in advance by your supervisor. You will also be off work with pay on all days observed by the office as holidays or breaks.

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3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving
9. Day after Thanksgiving Day
10. Workday before Christmas Day
11. Christmas Day
12. Workday before New Year's Day

Sick leave will be based on one (1) sick day per month of employment with the right to accumulate from one year to the next.

Primary position responsibilities include, but are not limited to:

- Working with local, state and national media on behalf of the Pittsburgh Federation of Teachers
- Planning, researching and composing a variety of written work to promote PFT priorities
- Effectively using PFT400.org<<http://PFT400.org>> website as the union's information hub
- Produce regular membership newsletters and member mobilization materials
- Expand social medial outreach vehicles, and
- Draft press, advertising and community outreach materials.
- Representing PFT to the media under the direction of the President of PFT
- Drafting speeches and other written presentations for PFT leaders

During the term of employment, you are prohibited from engaging in Union political activity which is defined as follows:

1. Publicly endorsing or advocating on behalf of any candidate for any local, state or national AFT elective office; or
2. Contributing funds or services toward the election of any candidate for any local, state or national AFT elective office.

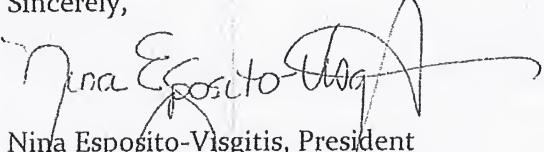
Be advised that confidential information and trade secrets that are learned while in the employment of the project are not to be disclosed to other parties and are the property of the project. Information that must be kept confidential includes, but is not limited to, data in any form concerning potential and actual members, unit lists and contact information, potential and actual organizing targets, employer and unit research, contacts that have produced such target information, strategic plans and assessments, as well as the techniques and strategies used by the project to develop and operate an organizing campaign. The duty to preserve confidentiality of this information extends during and after termination of employment.

There is no definite term to this contract and it may be terminated by either party for any reason whatsoever with two weeks notice.

Both the employee and the employer understand that no representations of employment terms, other than those contained in this letter, are valid.

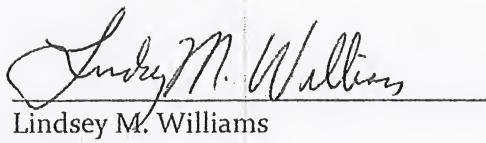
We are looking forward to having you on our team and know you will work hard on behalf of our members.

Sincerely,



Nina Esposito-Vlsgitis, President  
Pittsburgh Federation of Teachers,  
AFT Local 400, AFL-CIO

I have read the contents of this letter and agree to its terms.

  
\_\_\_\_\_  
Lindsey M. Williams

\_\_\_\_\_  
11-2-14  
Date Accepted

# Addendum 11

Lindsey M. Williams, Esquire

Crofton, MD 21114  
November 3, 2014

Mr. Iain Gold  
Director, Strategic Research & Campaigns Department  
International Brotherhood of Teamsters  
25 Louisiana Avenue, NW  
Washington, DC 20001

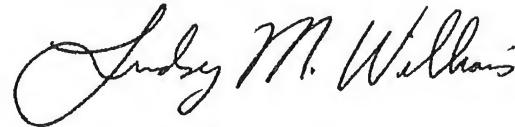
Dear Mr. Gold:

I am writing to formally notify you that I am resigning from my position as Campaign Communications and New Media Specialist. I have accepted the position of Communications Director with the Pittsburgh Federation of Teachers. My last day of employment will be Friday, November 21.

I have enjoyed working for Teamster members and appreciate the opportunities for professional development I have been given during my time at the International Brotherhood of Teamsters.

If I can be of any help during this transition, please let me know.

Respectfully,



Lindsey M. Williams, Esquire

Cc:  
Mr. Andy Banks

# Addendum 12



Lindsey Williams

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## Job Offer Letter/Start Date

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**Jesse Zeigler, National Representative**

To:

Tue, Nov 4, 2014 at 1:56 PM

Hey Nina,

I'm going to see if the secretaries can prepare all employment paperwork for you to pick up Friday afternoon so you can fill out before you start.

Also, if you're ok with crowding your inbox a bit, we would like to start including you on our salsa blast and in our all staff email distribution lists. You ok with that?

Jesse K. Zeigler  
National Representative | AFT Organization and Field Services Dept.

American Federation of Teachers, AFL-CIO  
555 New Jersey Ave. N.W. | Washington, DC 20001 | 202-879-4400  
[www.aft.org](http://www.aft.org) [www.facebook.com/AFTunion](https://www.facebook.com/AFTunion) | [www.twitter.com/AFTunion](https://www.twitter.com/AFTunion)

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**From:** Lindsey Williams  
**Sent:** Monday, November 03, 2014 8:36 AM  
**To:** Jesse Zeigler, National Representative  
**Cc:** Nina Esposito-Visgitas  
**Subject:** Re: Job Offer Letter/Start Date

[Quoted text hidden]

# Addendum 13

**Lindsey Williams**

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**Job Offer Letter/Start Date**

---

**Lindsey Williams**

To: "Jesse Zeigler, National Representative"

Tue, Nov 4, 2014 at 2:01 PM

Jesse,

That sounds great about picking up the forms. I do not mind at all being added to the Salsa email lists.

I will text you on Friday when I have a better idea of my ETA.

Lindsey

Sent from my iPhone

[Quoted text hidden]

# Addendum 14



## ENROLLMENT/WAIVER FORM

COMPLETE THIS APPLICATION IN ITS ENTIRETY  
IN BLUE OR BLACK INK.  
DO NOT USE PENCIL OR HIGHLIGHTER.

**ENROLLING**  
(Complete sections I, II, IV, and V)

**WAIVING**  
(Complete sections I and III)

### I EMPLOYEE/CONTRACT HOLDER INFORMATION (Must be completed for both enrollees and waivers)

Effective Date <i>12-1-14</i>	Employer/Group Name <i>PITTSBURGH FEDERATION OF TEACHERS</i>			Group Number	Payroll Location	
First Name <i>Lindsey</i>	MI <i>M</i>	Last Name <i>Williams</i>	Social Security Number (If no SS#, write N/A)	Marital Status (Please check one): <input checked="" type="checkbox"/> Single/Widowed <input type="checkbox"/> Married <input type="checkbox"/> Divorced		
Address		City <i>Sewickley</i>	State <i>PA</i>	Zip <i>15143</i>	County <i>Allegheny</i>	Home/Cell Phone
Enrollment Status <input type="checkbox"/> Active Employee <input type="checkbox"/> Rehired Employee		□ COBRA Continuant Start Date <i>/ /</i> (Please attach a copy of Cobra election notice.)		Full-Time Hire (or Rehire) Date (Month/Day/Year) <i>12 / 1 / 14</i>		Hours Worked Per Week <i>40</i>
Gender <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Date of Birth (Month/Day/Year) <i>- - -</i>	Age <i>31</i>	Product Selection(s): <input type="checkbox"/> Medical Product Name: _____ <input type="checkbox"/> Vision <input type="checkbox"/> Dental			

Have you smoked or used any form of tobacco regularly (4 or more times per week on average excluding religious or ceremonial use) within the last six months?\*\*\*  Yes  No

If "Yes," when was the last time you used tobacco regularly? */  /* (Month/Day/Year)

### II DEPENDENT INFORMATION (If enrolling more than four dependents, please attach a separate sheet.)

#### SPOUSE/DOMESTIC PARTNER

First Name	MI	Last Name	Relationship to You? <input type="checkbox"/> Spouse <input type="checkbox"/> Domestic Partner†
Social Security Number (If no SS#, write N/A)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (Month/Day/Year) <i>  /  /  </i> Age
Product Selection(s): <input type="checkbox"/> Medical <input type="checkbox"/> Vision <input type="checkbox"/> Dental			

Has the dependent smoked or used any form of tobacco regularly (4 or more times per week on average excluding religious or ceremonial use) within the last six months?\*\*\*  Yes  No

If "Yes," when was the last time the dependent used tobacco regularly? */  /* (Month/Day/Year)

**Note:** If spouse's last name differs from the contract holder above, please attach a copy of your marriage license.

†If your employer offers Domestic Partner coverage, please attach a Domestic Partner Affidavit and financial verification documents to this application.

#### DEPENDENT CHILD #1

First Name	MI	Last Name	Relationship to You? <input type="checkbox"/> Child <input type="checkbox"/> Step-child <input type="checkbox"/> Adopted* <input type="checkbox"/> Other*
Social Security Number (If no SS#, write N/A)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (Month/Day/Year) <i>  /  /  </i> Age
Product Selection(s): <input type="checkbox"/> Medical <input type="checkbox"/> Vision <input type="checkbox"/> Dental			

Has the dependent smoked or used any form of tobacco regularly (4 or more times per week on average excluding religious or ceremonial use) within the last six months?\*\*\*  Yes  No

If "Yes," when was the last time the dependent used tobacco regularly? */  /* (Month/Day/Year)

\*If enrolling an adopted child or a child that has been legally placed in your care, please attach a copy of the custodial/legal papers to support dependent eligibility.

\*\*If your employer offers Act 4 adult dependent coverage, an Act 4 Dependent Verification Form must also be completed.

\*\*\*Not applicable to members under age 21.

### DEPENDENT CHILD #2

First Name	MI	Last Name	Relationship to You? <input type="checkbox"/> Child <input type="checkbox"/> Step-child <input type="checkbox"/> Adopted* <input type="checkbox"/> Other*		
Social Security Number (If no SS#, write N/A)			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Date of Birth (Month/Day/Year) / / /
Product Selection(s): <input type="checkbox"/> Medical <input type="checkbox"/> Vision <input type="checkbox"/> Dental			Dependent Status if over Age 26 <input type="checkbox"/> Disabled <input type="checkbox"/> Act 4**		
Has the dependent smoked or used any form of tobacco regularly (4 or more times per week on average excluding religious or ceremonial use) within the last six months?*** <input type="checkbox"/> Yes <input type="checkbox"/> No					
If "Yes," when was the last time the dependent used tobacco regularly? _____ / _____ / _____ (Month/Day/Year)					

### DEPENDENT CHILD #3

First Name	MI	Last Name	Relationship to You? <input type="checkbox"/> Child <input type="checkbox"/> Step-child <input type="checkbox"/> Adopted* <input type="checkbox"/> Other*		
Social Security Number (If no SS#, write N/A)			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Date of Birth (Month/Day/Year) / / /
Product Selection(s): <input type="checkbox"/> Medical <input type="checkbox"/> Vision <input type="checkbox"/> Dental			Dependent Status if over Age 26 <input type="checkbox"/> Disabled <input type="checkbox"/> Act 4**		
Has the dependent smoked or used any form of tobacco regularly (4 or more times per week on average excluding religious or ceremonial use) within the last six months?*** <input type="checkbox"/> Yes <input type="checkbox"/> No					
If "Yes," when was the last time the dependent used tobacco regularly? _____ / _____ / _____ (Month/Day/Year)					

\*If enrolling an adopted child or a child that has been legally placed in your care, please attach a copy of the custodial/legal papers to support dependent eligibility.

\*\*If your employer offers Act 4 adult dependent coverage, an Act 4 Dependent Verification Form must also be completed.

\*\*\*Not applicable to members under age 21.

### **III WAIVER OF COVERAGE (Complete this section ONLY if you are declining coverage(s) offered to you AND/OR your family members.)**

MEDICAL	VISION	DENTAL	
<b>I HEREBY DECLINE MEDICAL COVERAGE:</b> <input type="checkbox"/> For myself <input type="checkbox"/> For family members ONLY: <input type="checkbox"/> For myself and ALL family members <input type="checkbox"/> For the following family members: <hr/>	<b>REASON FOR DECLINING MEDICAL COVERAGE:</b> <input type="checkbox"/> Insured under spouse's contract with the following insurance carrier: <hr/> <input type="checkbox"/> Other: <hr/>	<b>I HEREBY DECLINE VISION COVERAGE:</b> <input type="checkbox"/> For myself <input type="checkbox"/> For family members ONLY <input type="checkbox"/> For myself and ALL family members <input type="checkbox"/> For the following family members: <hr/>	<b>I HEREBY DECLINE DENTAL COVERAGE:</b> <input type="checkbox"/> For myself <input type="checkbox"/> For family members ONLY <input type="checkbox"/> For myself and ALL family members <input type="checkbox"/> For the following family members: <hr/>

I hereby acknowledge that I have been given the opportunity to participate in the group insurance plan provided by my employer. If I and/or any of my eligible dependents desire to apply for this insurance at a later date, I may be required to wait until my group's renewal or until a special enrollment (described below) occurs before coverage will be offered.



Employee/Contract Holder Signature

Date

### ONLY SIGN IF YOU ARE WAIVING COVERAGE

#### **Special Enrollment Rights:**

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may in the future be able to enroll yourself and your dependents in this plan, provided that you request enrollment within 31 days after you and your dependent's other coverage ends, or not later than 60 days if the other plan coverage was through Medicaid or a state Children's Health Insurance Program (CHIP). In addition, if you have a new eligible dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your eligible dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

#### IV OTHER HEALTH INSURANCE COVERAGE

##### Other Group or Non-Group Health Insurance Coverage

Name of Insurance Carrier		Group Number	Effective Date / /	Name of Policyholder
Policyholder Date of Birth / /	Relationship to Policyholder	Policy Number	Policyholder Employment Status <input type="checkbox"/> Active <input type="checkbox"/> Retired   Date of Retirement:   / /	

**Medicare Coverage (Please list any family member that is eligible for Medicare Benefits)**

Name of Subscriber or Dependent	Health Insurance Claim Number	Effective Dates			Check (✓) Reason For Medicare Coverage			Medicare Supplement or Complement? <input type="checkbox"/> Yes <input type="checkbox"/> No
		Hospital (Part A)	Medical (Part B)	Prescription (Part D)	Age	Disability	End Stage Renal Disease	
							<input type="checkbox"/> Yes <input type="checkbox"/> No	
							<input type="checkbox"/> Yes <input type="checkbox"/> No	
							<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### V IMPORTANT: AUTHORIZED SIGNATURE REQUIRED

I understand that this form enrolls those eligible persons listed above in the Products as described in the agreement between Highmark and my employer. I authorize any payroll deductions required for the coverage and recognize that I must formally enroll my dependents on this form or they will not be covered.

To the best of my knowledge and belief, the information provided on this application is true and correct.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

I acknowledge and agree that any personally identifiable health information about me or my enrolled dependents ("Protected Health Information") is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other privacy laws, and that, in accordance with those laws, Highmark may use and disclose Protected Health Information for payment, treatment and health care operations as described in its Notice of Privacy Practices. I understand that a copy of Highmark's Notice of Privacy Practices is available on Highmark's Web site, or from the Highmark Privacy Office.

Lindsey Marie Williams

Print Employee/Contract Holder Name

Print Employer/Group Name

Lindsey Marie Williams

Employee/Contract Holder Signature

11-7-14

Date

**For New Group Business:** Please send all new business materials (Small Group Business Application, Enrollment/Wavier Forms and all supporting documentation) to the appropriate Highmark Small Group Sales Contact.

**For Ongoing Enrollment:** If adding new employees/contract holders/or dependents to an existing group, please fax/send Enrollment/Waiver Forms to one of the following addresses:

Fax (800) 290-3301

<https://www.enrollmentandbilling@highmark.com>

Membership Department  
P.O. Box 535193  
Pittsburgh, PA 15253-5193

# Addendum 15



Lindsey Williams

## Property Matches for Lindsey Williams found on Wednesday, November 05, 2014

Michele Long <emailnotification@interealty.net>

Wed, Nov 5, 2014 at 10:16 PM

Reply-To: Michele Long

To:

Lindsey &

I've created a personal web page that will make it easier for you to view homes for sale that may interest you. The website is designed so you will be able to categorize homes. You will also be able to write notes about each home. If you have any questions about a particular home please email or call me directly. I can see those notes you write but I don't check them every day, for faster service contact me directly.

Click on the link below to get started. It will ask you for a username and password. Your username is your email address but a password must be created to begin searching. Click on create an account and follow the steps.

If after clicking the link, your Internet browser does not launch, right click on the link and Copy the Shortcut. Then paste the Shortcut into your browser's Address Field.

Shall you have any problems viewing this web page please contact me immediately.

Thank you and I look forward to working with you.

Have a Great Day!

Michele Long of "The Don Boyle Team"

**Check this FREE Website Out! Access to all available properties in the Pittsburgh Region.**

[www.pittsburghpropertysearch.com](http://www.pittsburghpropertysearch.com)

Keller Williams Realty

Pittsburgh, PA 15275

EXPERIENCE THE DIFFERENCE!

**PA Consumer Notice**

*"The Real Estate Law requires that I provide you with a written Consumer Notice that describes the various business relationship choices that you may have with a real estate licensee. Since we are discussing real estate without you having the benefit of the Consumer Notice, I have the duty to advise you that any information you give me at this time is not considered to be confidential and any information you give me will not be considered confidential unless and until you and I enter into a business relationship. At our first meeting I will provide you with a written Consumer Notice which explains those business relationships and my corresponding duties to you."*

# Addendum 16



Lindsey Williams

**Fwd:**

**Michele L. Long**  
To: Lindsey Williams

Mon, Nov 10, 2014 at 3:32 PM

Forwarded email.

Michele Long  
Keller Williams Realty

sent via mobile device

----- Forwarded message -----

From:  
Date: Nov 10, 2014 1:59 PM  
Subject:  
To: --  
Cc: --

Hi Michele,

Thanks for the phone call regarding the duplex at

We're glad to hear that Lindsey is interested.

I've attached the application form for her to complete. The fee for application is \$25. This check should be made out to ReMax Select Realty.

Also, I will need a deposit of \$725 to hold the apartment until the lease is signed. This check should be made out to  
I will not deposit this latter check until after the credit check clears and both parties have agreed to move forward with the lease agreement.

Please give me a call at your earliest convenience.

Thanks

12/9/2018

Gmail - Fwd:

# Addendum 17

## ***LEASE AGREEMENT***

THIS LEASE AGREEMENT, dated *November 19th, 2014*  
by and between

hereinafter called "LANDLORD", AND

*Lindsey Williams*

hereinafter called "TENANT" (all words herein refer to Landlord or to Tenant shall be taken to be such gender and number as the circumstances may require, and if the Tenant be more than one person, the provisions hereof shall be taken to apply to them jointly and severally).

**1. LEASED PREMISES** - LANDLORD hereby leases to TENANT, and TENANT hereby accepts from LANDLORD the leased premises of 4 rooms and 1 bath/s on the first floor of the building located at \_\_\_\_\_ township/city of West View, county of Allegheny.

A) **TERM OF LEASE** - TO HAVE AND TO HOLD the same for the term of twelve months beginning on the FIRST day of December, 2014 and ending at Midnight local time on the last day of November, 2015, upon the following terms and conditions and covenants (unless sooner terminated under the provisions hereof) or extended as hereinafter provided:

Either party hereto, without cause, may terminate this Lease Agreement at the end of the primary term hereof or of any renewal term by giving to the other party not less than sixty (60) days written notice prior to such expiration date. If no such written notification shall be given by either party, then the term on this Lease Agreement shall be automatically renewed upon the same terms and conditions for another 2 months and so on from 2 months to 2 months.

**RENTAL PAYMENTS** - The TENANT shall pay to the LANDLORD as rent for the leased premises for the term defined herein, the sum of Eight thousand and seven hundred dollars (\$ 8,700), payable in advance, without deduction or demand, in equal monthly installments of Seven hundred and twenty five dollars (\$ 725.00) on the FIRST DAY of EACH CALENDAR MONTH during the term of this Lease Agreement. Rent for the first month shall be paid to the LANDLORD simultaneously with the signing of this Lease Agreement.

**2. LATE RENTAL PAYMENTS** - The TENANT, if delinquent in the payment of rent, shall be obligated to pay a late fee in the amount of \$ 50.00 per month if said monthly installment of rent is paid after the fifth (5<sup>th</sup>) day of the month in which it is due, thus making TENANT'S net monthly rental obligation the sum of \$ 775.00. This provision, however, shall not otherwise affect the obligation of TENANT to pay rent as due.

**3. LOCATION OF RENTAL PAYMENT** - Rent Payment is to be made payable to \_\_\_\_\_ and mailed to \_\_\_\_\_ or at such other place as LANDLORD may from time to time designate by notice in writing. No rent hereunder shall be deemed paid until received at the offices herein designated.

**4. USE OF PREMISES** - The leased premises shall be used and occupied as a private residential dwelling only and for no other purpose by not more than \_\_\_\_\_ persons, consisting of TENANT and such persons as designated on TENANT'S rental application. TENANT shall not use the leased premises for any disorderly or immoral purposes nor commit any waste therein or permit any nuisance in or about the leased premises. Also TENANT shall not do or suffer anything to be done in and about the leased premises, which will violate any laws or increase the rate of fire or other insurance or jeopardize coverage of the same.

**5. SECURITY DEPOSIT** - Upon the execution of this Lease Agreement, the TENANT's deposit in the amount of \$725 will become the TENANT's security deposit and therefore remain with the LANDLORD. The security deposit is security for full and faithful performance by TENANT of all TENANTS covenants set forth herein during the term of this Lease Agreement. TENANT agrees and understands the escrow deposit may be used by the LANDLORD for (1) unpaid rents reserved and due upon the expiration of the term of this Lease Agreement, (2) unpaid rents reserved and due upon the termination of this Lease Agreement caused by abandonment of the leased premises by the TENANT, eviction of TENANT, vacating of the lease of the leased premises without the prior written consent of the LANDLORD, (3) for any breach of the Lease Agreement, (4) damages caused beyond the normal wear and tear to the leased premises and/or the building in which the leased premises are contained and any appliances furnished by the LANDLORD, by the TENANT, TENANT'S family, servant, agents, employees or visitors. LANDLORD shall comply with the current state or future laws in the return of the security deposit thereof to the TENANT.

**6. UTILITY SERVICES** - TENANT is solely responsible for the total payment of the following utilities expenses and deposits: Natural Gas, Electric, Water & Sewage, Cable Television, Snow, and Ice Removal. Due to the fact that the water & sewage utility is bound to the TENANTS leased premises, delinquency concerning the water & sewage shall constitute a breach of this Lease Agreement and LANDLORD at LANDLORD'S option may take proceedings to re-take possession of the leased premises and/or has the right to bill tenant(s) for excess or unpaid costs or deduct the unpaid balance due from TENANTS security deposit. If not paid by TENANT a breach of this Lease Agreement and LANDLORD at LANDLORD'S option may take proceedings to re-take possession of the leased premises.

TENANT Initials

The TENANT agrees not to waste the utilities and agrees to comply with any applicable law, regulation or guideline of any governmental authority for the regulation and conservation of utilities or fuels.

The LANDLORD shall not be liable for any delay in furnishing any such utility or for any cause whatsoever beyond the LANDLORD'S control. No such delay or failure to furnish utility service beyond the LANDLORD'S control shall give cause by the TENANT to suspend in whole or in part the rental payment due or cause the TENANT to seek damages or reduction in rent.

All utilities and services, shall be supplied by TENANT at TENANT'S expense except for the following checked utilities which will be paid by LANDLORD:

Gas       Electric       Heat       Cold water       Hot water       Sewage

**7. APPLIANCES, part 1** - The following checked appliances are furnished by the LANDLORD:

Refrigerator       Cooking stove       Furnace       Hot Water Heater

Microwave Oven       Dishwasher

The LANDLORD shall not be liable in any manner for the failure to provide or for the delay in furnishing any such appliance, for any cause whatsoever beyond the LANDLORD'S control. No such delay or failure to furnish any such appliance beyond the LANDLORD'S control shall give cause to the TENANT to suspend in whole or in part the rental payment due or cause the TENANT to seek damages or reduction in rent.

 LANDLORD and TENANT initials

**8. APPLIANCES, part 2** - The following checked appliances are also furnished by the LANDLORD, however, should either of these appliances fail, the LANDLORD is in no way obligated to fix or replace such appliance. Any repair or replacement desired by the TENANT is solely the responsibility of the TENANT

Clothes dryer       Washing machine

**4. USE OF PREMISES** - The leased premises shall be used and occupied as a private residential dwelling only and for no other purpose by not more than persons, consisting of TENANT and such persons as designated on TENANT'S rental application. TENANT shall not use the leased premises for any disorderly or immoral purposes nor commit any waste therein or permit any nuisance in or about the leased premises. Also TENANT shall not do or suffer anything to be done in and about the leased premises, which will violate any laws or increase the rate of fire or other insurance or jeopardize coverage of the same.

**5. SECURITY DEPOSIT** - Upon the execution of this Lease Agreement, the TENANT's deposit in the amount of \$725 will become the TENANT's security deposit and therefore remain with the LANDLORD. The security deposit is security for full and faithful performance by TENANT of all TENANTS covenants set forth herein during the term of this Lease Agreement. TENANT agrees and understands the escrow deposit may be used by the LANDLORD for (1) unpaid rents reserved and due upon the expiration of the term of this Lease Agreement, (2) unpaid rents reserved and due upon the termination of this Lease Agreement caused by abandonment of the leased premises by the TENANT, eviction of TENANT, vacating of the lease of the leased premises without the prior written consent of the LANDLORD, (3) for any breach of the Lease Agreement, (4) damages caused beyond the normal wear and tear to the leased premises and/or the building in which the leased premises are contained and any appliances furnished by the LANDLORD, by the TENANT, TENANT'S family, servant, agents, employees or visitors. LANDLORD shall comply with the current state or future laws in the return of the security deposit thereof to the TENANT.

**6. UTILITY SERVICES** - TENANT is solely responsible for the total payment of the following utilities expenses and deposits: Natural Gas, Electric, Water & Sewage, Cable Television, Snow, and Ice Removal. Due to the fact that the water & sewage utility is bound to the TENANTS leased premises, delinquency concerning the water & sewage shall constitute a breach of this Lease Agreement and LANDLORD at LANDLORD'S option may take proceedings to re-take possession of the leased premises and/or has the right to bill tenant(s) for excess or unpaid costs or deduct the unpaid balance due from TENANTS security deposit. If not paid by TENANT a breach of this Lease Agreement and LANDLORD at LANDLORD'S option may take proceedings to re-take possession of the leased premises.

ZW TENANT Initials

The TENANT agrees not to waste the utilities and agrees to comply with any applicable law, regulation or guideline of any governmental authority for the regulation and conservation of utilities or fuels.

The LANDLORD shall not be liable for any delay in furnishing any such utility or for any cause whatsoever beyond the LANDLORD'S control. No such delay or failure to furnish utility service beyond the LANDLORD'S control shall give cause by the TENANT to suspend in whole or in part the rental payment due or cause the TENANT to seek damages or reduction in rent.

All utilities and services, shall be supplied by TENANT at TENANT'S expense except for the following checked utilities which will be paid by LANDLORD:

Gas       Electric       Heat       Cold water       Hot water       Sewage

**7. APPLIANCES, part 1** - The following checked appliances are furnished by the LANDLORD:

Refrigerator       Cooking stove       Furnace       Hot Water Heater

Microwave Oven       Dishwasher

The LANDLORD shall not be liable in any manner for the failure to provide or for the delay in furnishing any such appliance, for any cause whatsoever beyond the LANDLORD'S control. No such delay or failure to furnish any such appliance beyond the LANDLORD'S control shall give cause to the TENANT to suspend in whole or in part the rental payment due or cause the TENANT to seek damages or reduction in rent.

SD ZW LANDLORD and TENANT initials

**8. APPLIANCES, part 2** - The following checked appliances are also furnished by the LANDLORD, however, should either of these appliances fail, the LANDLORD is in no way obligated to fix or replace such appliance. Any repairs or replacement desired by the TENANT is solely the responsibility of the TENANT.

Clothes dryer       Washing machine

**9. OTHER SERVICES** – The following checked services are provided by the LANDLORD:

Janitor       Snow Removal       X Lawn & Landscaping  
 X Rubbish Removal

Any additional rubbish removal charges for bulk items discarded by the TENANT shall be the responsibility of the TENANT. The LANDLORD shall not be liable in any manner for the failure to provide or for the delay in furnishing any such service for any cause, whatsoever beyond the LANDLORD'S control. No such delay or failure to furnish any such service beyond the LANDLORD'S control shall give cause to the TENANT to suspend in whole or part the rental payment due or cause the TENANT to seek damages or reduction in rent.

**10. JOINT AND SEVERAL** – If this Lease Agreement is executed by more than one person or entity as TENANT, then and in that event all the obligations included by TENANT under this Lease Agreement shall be taken to bind and apply to them jointly and severally.

**11. DELIVERY OF POSSESSION** – If for any reason LANDLORD fails to deliver the leased premises for occupancy on the day the term is to begin, this Lease Agreement shall remain in full force and effect. LANDLORD shall have no liability to TENANT due to delay in occupancy. Rent shall commence when the lease premises are ready for occupancy. If however, the delay by LANDLORD in delivering possession exceeds 30 days, this Lease Agreement shall be deemed null & void. The TENANT shall not be responsible for the payment of rent from the date of commencement of the term to the date that possession is tendered to TENANT. In the event this Lease Agreement becomes null and void, due to the expiration of the 30 day period, the LANDLORD shall return to TENANT all deposits made by TENANT, except the credit investigation fee, without penalty to the LANDLORD or TENANT. If a delay in having the premises ready for occupancy is caused by TENANT, or if the premises are ready for occupancy, but TENANT does not take possession on that date, the term of the lease and rental in either case will commence as of the date the leased premises are ready for occupancy and the TENANT is so advised.

**12. EMINENT DOMAIN OR CONDEMNATION** – If the whole or a substantial part of the leased premises shall be taken or acquired by any governmental agency or any corporation having the right to condemn through eminent domain or other proceeding, the entire sum awarded for the premises so taken or to be taken or acquired shall be paid and belong to the LANDLORD and shall not be diminished by the value of the leasehold of the TENANT, or any party claiming under through it, except that TENANT shall have the right to make a claim against the condemning authority for such other damages as are specifically reserved for tenants under the Pennsylvania Condemnation Code.

**13. DEFAULT OF RENT** – If the Tenant shall be in default of any installment of rent the FIFTH (5<sup>th</sup>) DAY OF THE MONTH the rental payment is due, or be in default for any other sum or charge as the same becomes due or payable, the entire rent for the balance of said term shall, at once become due and payable as if by the terms of this Lease Agreement it were payable in advance and LANDLORD at LANDLORD'S option may take proceedings to re-take possession of the leased premises herein described at any time after the FIFTH (5<sup>th</sup>) DAY OF THE MONTH said rent or any other sum or charge or default.

A) The acceptance by LANDLORD of delinquent rental payments hereunder with knowledge of a breach by TENANT of any covenant herein or condition broken shall not in and of itself be deemed a waiver of such breach or condition broken, and any pending eviction proceedings or actions for monetary damages may be prosecuted further by LANDLORD without prejudice based upon this action alone.

**14. COLLECTION FEE** - If TENANT defaults in making any payment required by the terms and conditions of this Lease Agreement, and the LANDLORD has obtained the services of any Attorney, credit reporting agency or debt collection service company with respect to the collection of the default amount thereof, the TENANT covenants and agrees to pay to the LANDLORD, as additional rent, a fifteen (15%) percent collection fee on the default amount placed for collection thereof.

**15. ASSIGNMENT AND SUBLEASING** – The TENANT shall not rent, assign, let or sub-let the leased premises or any part thereof; nor transfer possession or occupancy thereof to any person, corporation, partnership or association; nor transfer, assign, mortgage or encumber this Lease Agreement without in each case, first having obtained the written consent of LANDLORD thereto.

**16. WAIVER OF SUBROGATION** – Neither the LANDLORD or the TENANT shall be liable to each other respectively nor to any insurer or other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury, or death to the extent that either of them shall reimburse or has the right to be reimbursed out of insurance carried by the LANDLORD or the TENANT, as the cause may be, with respect to such loss, damage, injury or death.

**17. TENANT HAS FEWER RIGHTS THAN A MORTGAGE LENDER** – This Lease Agreement is subject to all present, or future mortgages or deeds of trust affecting the leased premises; and TENANT shall execute or cause to be executed and deliver, upon request of the LANDLORD, any and all necessary documents, to subordinate this Lease Agreement to any such mortgage or deed of trust. TENANT waives any rights to claim damages by reason of termination of this Lease Agreement by reason of forfeiture of Landlord's right of possession.

**18. MISREPRESENTATION** – Any material misrepresentation in TENANT'S rental application may be treated by LANDLORD, at LANDLORD'S option, as an act of default hereunder and LANDLORD, at LANDLORD'S option, may begin proceedings to re-take possession of the leased premises herein described.

**19. RULES AND REGULATIONS** – The LANDLORD, from time to time, may adopt rules or regulations however described, concerning the TENANT'S use and occupancy of the leased premises herein described. TENANT, TENANT'S family and all other persons visiting the leased premises at the invitation of the TENANT shall comply with all Rules and Regulations adopted by the LANDLORD, which said Rules and Regulations are incorporated herein and made a part thereof this Lease Agreement and with such changes therein or any additional Rules and Regulations as LANDLORD may from time to time adopt, LANDLORD shall not be liable to TENANT for any violation of such Rules and Regulations by any other tenant. The failure of the TENANT to comply with LANDLORD'S Rules and Regulations shall constitute an act of default under the Lease Agreement and LANDLORD, at LANDLORD'S option may begin a procedure to re-take possession of the leased premises.

**20. TENANT'S OBLIGATIONS** – The TENANT shall (1) comply with all obligations imposed upon TENANT applicable provision of building and housing codes materially affecting health, safety, and security, (2) keep the leased premises occupied by TENANT clean and in a safe condition and maintain such sanitation requirements required by any regulation or government agency, (3) remove daily from the leased premises all ashes, rubbish, garbage, empty cans, bottles, and any and all other debris, (4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioner where furnished by LANDLORD, and other facilities and appliances furnished by LANDLORD, (5) not to destroy, deface, or remove any part of the leased premises or the building in which leased premises is located, or knowingly permit any person to do so, (6) conduct himself/herself and require all other persons on the leased premises with TENANT'S consent to conduct themselves in a manner which will not unduly disturb TENANT'S neighbor's peaceful enjoyment, (7) not to play, or cause to be played in a loud manner so as to unduly disturb TENANT'S neighbor's peaceful enjoyment , a radio, television, stereo or any musical instrument between the hours of 11:00 p.m. and 7:00 a.m., (8) to use appropriate window coverings; sheets and blankets are not acceptable, (9) to peacefully vacate and surrender the leased premises upon the expiration of any vacate notice properly served upon the TENANT by the LANDLORD and/or upon the expiration of the terms of this Lease Agreement, (10) to comply with the Rules and Regulations as adopted by the LANDLORD, (11) TENANT shall furnish in writing, any and all defects and/or damages to the leased premises and to those facilities and services vital to the life, health and safety of the TENANT and to the use of the leased premises for residential purposes. It is further understood and agreed that:

A). LANDLORD shall be responsible for all repair and maintenance expenses in excess of Fifty (\$50.00) Dollars, when the expense was not caused by the TENANT'S negligence. TENANT shall incur no expenses on behalf of LANDLORD nor shall LANDLORD be liable for any expenses unless LANDLORD shall have approved same in writing; except an emergency not the fault of TENANT, which could not await LANDLORD approval. In any case where TENANT fails to perform routine or other repair or maintenance, LANDLORD may perform the same at TENANT'S expense.

B). TENANT shall maintain all appliances within the leased premises in the condition they are at the time TENANT receives possession except for normal wear and tear. It is further understood and agreed that Landlord shall be responsible for any repair or maintenance of said appliances.

The clothes washer and dryer remain on the premises for the convenience of the TENANT, any repair or maintenance of these appliances will not be the responsibility of the LANDLORD or the TENANT, unless the repairs were caused by TENANT's negligence, in which case the TENANT shall be responsible for the repair. These and other appliances supplied by the LANDLORD are not to be removed from the premises by the TENANT without the written consent of the LANDLORD.

C). TENANT shall be responsible to maintain, clean and clear all ice and snow as well as other debris, from all of the sidewalks and driveways. LANDLORD will be responsible for lawn care.

D). LANDLORD shall not be responsible for the security of the building and TENANT accepts the leased premises in its present condition and as is, and by executing this Lease Agreement deems the leased premises to be fit and habitable, and the security to be adequate. For himself and his assignees, and all others using the premises, TENANT does hereby waive any claim against LANDLORD for inhabitability upon acceptance of leased premises.

E). All utilities which are the responsibility of the TENANT shall be placed in the name of TENANT and are to be paid for by TENANT.

F). From October 1 through April 1, TENANT shall maintain heat on the premises at a temperature of not less than 62 degrees Fahrenheit.

G). If multi-family dwelling, TENANT will not store property in halls. LANDLORD may deem such property abandoned and remove or destroy the same, all without liability and at TENANT'S expense. The basement and garage may be used for storage in areas deemed appropriate by the LANDLORD.

H). TENANT is responsible for the maintenance of the smoke detectors on the leased premises, which such maintenance shall include replacement batteries.

I). TENANT is responsible for any ongoing pest control service, if the TENANT desires such a service. Landlord is not responsible for any damage done to the Tenant's person, or property by such pests, or to the person or property of Tenant's family or any other persons on their premise.

J) Smoking is prohibited anywhere inside the building.

**21. ENTRY BY LANDLORD** – (A) Emergency: Landlord or its authorized representative may enter the leased premises at any time without the consent of Tenant in case of emergency. (B) Non-Emergency: TENANT agrees to permit the LANDLORD, its servants, agents and or employees, and/or any other person, authorized by LANDLORD, to have free access to the leased premises herein described from the hours of 8:00 a.m. to 8:00 p.m., (1) to make such repairs or alterations as LANDLORD may see fit or, (2) to permit inspection by prospective purchasers of the leased premises and/or the building in which the leased premises are contained or, (3) to inspect the leased premises and/or the building in which the leased premises are contained or, (4) to permit inspection by prospective tenant. The LANDLORD shall give 16 hour notice and have the right to access herein mentioned with or without the consent of the TENANT and whether or not the TENANT occupies the leased premises.

**22. PROPERTY CONDITION AND ACCEPTANCE FORM** – It is understood and agreed at the expiration of the term of the Lease Agreement, TENANT shall return the leased premises in the same condition as they were at the time of delivery, including the cleaning of walls, floors, carpeting, light fixtures, as well as any required painting. In case of any work not performed by TENANT which requires work by LANDLORD, LANDLORD shall be entitled to charge a reasonable overhead and profit as well as inspection fee for each item of work performed. The charges listed herein are applicable at the time of signing this Lease Agreement, but are subject to change during the term of said agreement. Any damage not listed will be calculated at the cost of materials plus labor. Premises must be left maid clean or cleaning expense is charged to TENANT.

Some examples of cleaning charges may include:

SCRUB FLOOR	\$35.00/ROOM
CLEAN WINDOW FRAMES	\$ 5.00 EACH
CLEAN WINDOWS	\$ 5.00 EACH
CLEAN BASEBOARDS	\$10.00 / ROOM
CLEAN CABINETS	\$25.00
GARBAGE/DEBRIS REMOVAL	\$50.00 MINIMUM
REPLACE LIGHT BULBS	\$ 1.50 EACH
CLEAN BATHROOMS	\$50.00 EACH
KITCHEN APPLIANCES	\$20.00 EACH
PLASTER REPAIRS	\$5.00 EACH

**23. LEAD-BASE PAINT NOTICE REQUIREMENT** – The Residential Lead-Based Paint Hazard Reduction Act says that any LANDLORD of property built before 1978 must give the TENANT an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The LANDLORD also must tell the TENANT and Broker for LANDLORD what LANDLORD knows about lead-based paint hazards that are in or on the property being rented. LANDLORD must tell the TENANT how the LANDLORD knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint hazards are, and the condition of the painted surfaces. Any LANDLORD of a pre-1978 structure must also give the TENANT any records and reports that the LANDLORD has or can get about lead-based paint or lead-based paint hazards in or around the property being rent being rented, the common areas, or other dwellings in multi-family housing. The Act does not apply to housing built in 1978 or later.  
**Lead Warning Statement** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LANDLORDS must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.

A. LANDLORD initial one:

SP LANDLORD does not know of any lead-based paint, or that there are lead-based paint hazards on the property.

\_\_\_\_\_ LANDLORD knows that there is lead-based paint, or that there are lead-based paint hazards on the Property.

LANDLORD must explain what LANDLORD knows about lead-based paint and hazards, including how LANDLORD learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. LANDLORD must give TENANT any other information LANDLORD has about the lead-based paint and lead-based paint hazards.

B. LANDLORD initial one:

SP LANDLORD has no reports or records about lead-based paint or lead-based hazards on the property.

OR

\_\_\_\_\_ LANDLORD has given TENANT all available records and reports about lead-based paint or lead-based paint hazards on the property. List records and reports: \_\_\_\_\_

C. TENANT initial all that are true:

*JW* TENANT received the pamphlet Protect Your Family From Lead in Your Home.

*JW* TENANT received the information LANDLORD gave in paragraph 22 (A) and (B) above.

*JW* TENANT received all records and reports that LANDLORD listed in paragraph 22 (B) above.

D. LANDLORD and TENANT certify, by signing this Lease, the information given, is true to the best of their knowledge.

**24. DAMAGES BY TENANT** – In the event the TENANT, TENANT'S family, servants, agents, employees or visitors are at fault for damages suffered to the leased premises and/or the building in which the leased premises are contained, and any appliances furnished by the LANDLORD, during the term of this Lease Agreement the TENANT shall pay as additional rent, upon demand by the LANDLORD, the cost of repairs of said damage. The TENANT shall not use the Security Deposit, in whole or in part, as payment for damages under this section during the term of this Lease Agreement.

The failure of the TENANT to pay for said damages upon demand by the LANDLORD, shall be a breach of the conditions of this Lease Agreement and LANDLORD at LANDLORD'S option may begin proceedings to re-take possession of the leased premises.

**25. PLUMBING** – TENANT shall be responsible for the repairs of clogged commodes, sinks and all other plumbing repairs caused by negligence of the TENANT, TENANT'S family, agents, servants, employees or visitors during the term of the Lease Agreement.

**26. BAD CHECK SERVICE CHARGE** – In the event TENANT'S check is dishonored and returned unpaid for any reason to LANDLORD, TENANT agrees to pay, as additional rent, the sum of \$35.00. If for any reason a check is returned or dishonored, all future rent payments shall be made by money order.

**27. PHONE** – TENANT agrees LANDLORD will be given TENANT'S phone number within two working days of installation and/or availability and will be notified within two working days of any future changes in the phone number.

**28. PETS, BIRDS, ANIMALS** – No animals, pet or bird of any kind shall be brought or kept in or about the leased premises or within the building in which the leased premises are contained. The rent shall be increased by Four Hundred (\$400.00) Dollars per month over the entire term of the Lease if any such pet or animal is discovered within the leased premises.

**29. ALTERATIONS OR IMPROVEMENTS** – TENANT shall not do any painting, make any repairs, alterations, additions or improvements to the leased premises or the building in which the lease premises is contained without the written consent of the LANDLORD.

**30. TENANT INSURANCE** – TENANT shall be solely responsible for insurance on TENANT'S contents and personal property in and about the leased premises as well as for comprehensive general liability insurance to protect TENANT from claims of TENANT'S guest and invitees in and about the leased premises. TENANT shall provide LANDLORD with a certificate of insurance, which certificate shall contain a provision for a 30 days prior notice of cancellation of aforesaid insurance.

LANDLORD shall not be liable for any injury or damage to any person or to any property at any time on said premises or building from any cause or defect, past, present, or future, whatever, that may at any time exist from the use or condition of said premises or building or from ice thereon, or from water, rain or snow which may leak into, issue or flow from any part of said building, or from the pipes or plumbing of the same, or from any other place or quarter, or from any other cause, during said term or any renewal thereof, except if caused by the negligence of LANDLORD (to the extent the same is not covered by insurance).

**31. DAMAGE BY FIRE AND OTHER CASUALTY** – PARTIAL DAMAGE: Only if through no fault or negligence of the TENANT, TENANT'S family, servants, agents, employees or visitors, the leased premises, or the building in which the leased premises is contained, shall be partially damaged by fire, or other casualty, but not to the extent as to render the entire leased premises inhabitable, repairs shall be made by LANDLORD as soon as reasonably and conveniently may be done and the rent thereafter payable shall be equitably apportioned according to the area of the leased premises rendered unusable, until the same are restored. In the event the TENANT, TENANT'S family, servants, agents, employees or visitors are at fault for damages suffered to the leased premises and/or the building in which the leased premises are contained the TENANT shall be liable for rent as each rental payment becomes due as if to say the leased premises are wholly tenable. Only the LANDLORD reserves the right to contract for such repairs as may be required to restore the leased premises and/or the building in which the leased premises are contained.

TOTAL DAMAGE: If through no fault or negligence of the TENANT, TENANT'S family, servants, agents, employees or visitors the leased premises and/or the building in which the leased premises are contained are totally damaged as to render the leased premises wholly untenantable, the rent shall cease and this Lease Agreement terminated. However, in the event the TENANT, TENANT'S family, servants, agents, employees or visitors are at fault for the damages suffered to the leased premises and/or the building in which the leased premises are contained, the TENANT shall be liable for each month's rental payment due until the expiration of the term of this Lease Agreement as if to say the leased premises are wholly tenable. In no event shall LANDLORD be liable to TENANT for any losses, damages or inconvenience by TENANT by reason of any fire or other casualty.

**32. LOCKS** – The TENANT does not reserve the right to change, or cause to be changed any existing locks on the leased premises herein described, or install additional locks, or cause any additional locks to be installed on the leased premises herein described without the expressed written consent of the LANDLORD. In the event the TENANT shall change, or cause to be changed, or install additional locks or cause additional locks to be installed on the leased premises herein described without the expressed written consent of the LANDLORD, the LANDLORD shall reserve the right to immediately replace the locks installed or caused to be installed by the TENANT and in that event the TENANT agrees and understands that such an act shall not be construed to be a constructive eviction of the TENANT or a violation of any existing state law. In the event the LANDLORD removes any locks installed, or caused to be installed by the TENANT, the LANDLORD shall conspicuously post a notice to the entry of the leased premises designating the time and location keys for the locks installed by the LANDLORD may be obtained to permit TENANT entry to the leased premises herein described.

The TENANT shall pay as additional rent, upon demand by the LANDLORD, the amount necessary to replace the locks installed or caused to be installed by the TENANT. Failure by the TENANT to pay such amount will constitute a breach of this Lease Agreement and LANDLORD at LANDLORD'S option may begin proceedings to re-take possession of the leased premises.

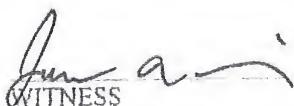
**33. ABANDONMENT OF PERSONAL PROPERTY** – In the event TENANT abandons, vacates or surrenders the leased premises herein described, or is evicted from the leased premises, any and all personal property of the TENANT, TENANT'S family, servants, agents, employees or visitors remaining within the leased premises, or within the building in which the leased premises are contained, shall be disposed of by the LANDLORD at the LANDLORD'S discretion with no consideration or payment to the TENANT regardless of the value of the personal property. TENANT HEREIN CONVEYS, GRANTS AND ASSIGNS TO THE LANDLORD ALL RIGHTS OF OWNERSHIP, OF ANY AND ALL PERSONAL PROPERTY UNDER THIS SECTION.

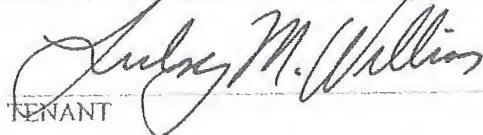
**34. ADDITIONAL PROVISIONS:** see "Addendum to Lease"

**35. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.

**36. ENTIRE CONTRACT** This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

IN WITNESS THEREOF, The parties hereto have hereunto set their hands and seals, the day and year first written above.

  
WITNESS

  
TENANT

11/20/14  
Date

WITNESS

TENANT

Date

WITNESS

TENANT

Date

WITNESS

  
LANDLORD

11/20/14  
Date

ADDENDUM TO LEASE  
BETWEEN TENANT AND LANDLORD

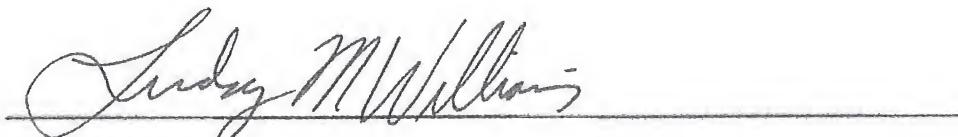
TENANT: Lindsey Williams

ADDRESS: , Pittsburgh PA 15229

The following addenda and rules are attached to and made a part of the Lease:

- Rules and Regulations
- Guidelines for Security Deposit Refund

The Tenant acknowledges by signing this Addendum that they have read and understood this Addendum. A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law. Except as specifically granted herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum which is capitalized and defined in the Lease shall have the same meaning for the purpose of this Addendum as it has for purposes of the Lease.



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Tenants' Signature

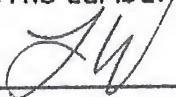


Landlord

## RULES AND REGULATIONS

1. The Tenant will be able to move Tenant's belongings into the property on November 23<sup>rd</sup>, 2014. Tenant can move in or take possession of the property on November 30<sup>th</sup>, 2014. There will be no additional charge for taking possession prior to the stated beginning of the lease term, December 1<sup>st</sup>, 2014.
2. There will be no smoking within the leased premises.
3. MAINTENANCE: You will be charged for any request for service that could have been prevented by a prudent person using normal care to investigate the cause of the problem or equipment malfunction and repairs that are necessary because of abuse or negligence.
4. Tenant will not install shelving, picture hooks, wallpaper, paint or alter in any way the features of the leased premises without the prior written consent of the Landlord. Damage resulting from picture hanging is not considered normal wear and tear.
5. Tenant will be responsible for testing all the fire warning devices such as smoke detectors within the leased premises and will notify Landlord if any fire warning or fire abatement device is not functional. Tenant will not disable, or permit to be disabled, any fire warning device or discharge any fire extinguisher, except in a fire emergency.
6. Tenant will keep the leased premises clean and dispose of all rubbish, garbage and other waste in a clean and safe manner and will at all times be in compliance with all recycling programs. Tenant will be responsible for setting garbage cans out on the curb no sooner than one day before pickup.
7. Tenant agrees that Tenant will be responsible for the cleaning and any subsequent damage caused by stoppages in the sewer and drain lines unless proven to be a house defect.
8. Tenant agrees to keep premises neat, clean and vermin free at all times. If premises become infested with pests, bed bugs, etc. during occupancy, Tenant agrees to have them promptly exterminated at Tenant's expense.
9. Tenant agrees to give Landlord or Agent prompt notice of any known defects, breakage, malfunction, or damage to or in the structure of the residence or any equipment or fixtures in or around the residence.
10. If Tenant changes employment during occupancy, it is necessary that Tenant notify the Landlord or Agent of change and provide the name of the new employer.
11. Tenant agrees not to change locks on the premises or to add a lock without the written permission of the Landlord or Agent. If permission is granted, and the Tenant changes

12. The premises shall not be occupied by any person other than those designated above as Tenant. Tenant must obtain Landlord's permission to have more than Tenant occupy the residence. If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased as agreed upon by other Tenant and Landlord. Any person staying 14 days consecutively or longer, without Landlord's written consent, shall be considered as occupying the premises and is a violation of this agreement.
13. It is understood and agreed that any change or changes in tenancy requested by Tenant which result in the need for a new Lease, as determined by the Landlord or Agent, will void the current lease. The application process for the additional tenant will be subject to credit review and approval and a nonreturnable fee \$25. This clause applies during the term of this Lease or any renewal period.
14. Tenant and his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the Landlord or Agent, or workmen nor violate any law, nor commit or permit waste or nuisance or any illegal substance in or about the premises.
15. BY SIGNING THE RULES AND REGULATIONS AGREEMENT, THE TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS IN THIS LEASE.



Tenant's initials

## SECURITY DEPOSIT REFUND GUIDELINES

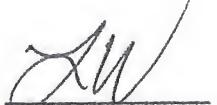
TENANT: Lindsey Williams

ADDRESS: , Pittsburgh PA 15229

SECURITY: \$725

### Return of your Security Deposit is subject to the following conditions:

1. The full term of the lease has expired and all provisions contained in this notice have been complied with.
2. The entire apartment including range, oven, refrigerator, bathroom, closets, cabinets, windows, carpets, balcony, etc., has been cleaned.
3. There is no damage to the property beyond normal wear and tear.
4. There are no unpaid late charges or past due rent.
5. Forwarding address has been provided to the Landlord or Agent.
6. There are no indentations or scratches in wood or other flooring caused by furniture or other means. Floor must be restored to its original condition.
7. There are no wall coverings, stickers, scratches or holes in the walls.
8. All keys including those from mailboxes must be returned.
9. All debris, rubbish, and garbage have been placed in proper trash containers in designated area.
10. The Tenant may not apply the Security Deposit to the rent without prior written approval of the Landlord.
11. The following will be deducted from the Security Deposit if necessary:
  - a. Cost of labor and materials for cleaning, repairs, removals and replacements incurred by the Landlord.
  - b. Rent loss due to necessary cleaning and repair time.
  - c. Charges based on actual damages done to the property.
  - d. Any unpaid rent and late charges still outstanding from the Tenant.
12. Other:

Tenant's Initial: 

# Addendum 18



# Addendum 19



# Addendum 20

**COMMONWEALTH OF PENNSYLVANIA**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

144

FUEL TYPE: GASOLINE

160339999028882-001

		2014	CHEVROLET	74118891001 WI
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE	TITLE NUMBER
SDN	0	MD	12/11/14	011694 0
BODY TYPE	DSP	PRIOR TITLE STATE	ODOM PROD DATE	ODOM MILES
12/11/14	12/11/14	UNLADEN WEIGHT	GWWR	ODOM STATUS
DATE PA TITLED	DATE OF ISSUE			

REGISTERED OWNER(S)

LINDSEY MARIE WILLIAMS

PITTSBURGH PA 15229

ODOMETER STATUS  
 0 = ACTUAL MILEAGE  
 1 = MILEAGE EXCUSES THE MECHANICAL  
 LIMITS  
 2 = NOT THE ACTUAL MILEAGE  
 3 = NOT THE ACTUAL MILEAGE ODOMETER  
 TAMPERED VERIFIED  
 4 = EXEMPT FROM ODOMETER USE & OFFICE

TITLE BRANDS  
 A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIBLE VEHICLE  
 F = OUT OF COUNTRY  
 G = ORIGINALLY IMPORTED FROM OVERSEAS  
 H = AGRICULTURAL VEHICLE  
 L = LOGGING VEHICLE  
 P = IS WAS A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS MISSING VIN  
 W = FLOOD VEHICLE  
 X = IS WAS A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

SECOND LIEN RELEASED

DATE

BY \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

BY \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

LINDSEY MARIE WILLIAMS

PITTSBURGH PA 15229



**pennsylvania**  
 DEPARTMENT OF TRANSPORTATION

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of this vehicle.

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**

1. PURCHASER AND OWNER  
 TO RECEIVE TITLE

NAME DATE YEAR

Secretary of Transportation  
 TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner) CHECK HERE  Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

IF NO Lien, CHECK  IS THIS AN EFT? (IF YES, FIN REQUIRED) YES  NO

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER:

1ST LIENHOLDER NAME

STREET

CITY

STATE

ZIP

IF NO 2ND Lien, CHECK  IS THIS AN EFT? (IF YES, FIN REQUIRED) YES  NO

2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER:

2ND LIENHOLDER NAME

STREET

CITY

STATE

The Commonwealth of Pennsylvania certifies that this document is a true copy of the original record in the Commonwealth of Pennsylvania.

STATEMENT OF STATEMENT OF AUTHENTICATION NUMBER

STATEMENT OF STATEMENT OF AUTHENTICATION NUMBER

62832024

# Exhibit B

## AFFIDAVIT

I, Rebecca Boyle, of Pittsburgh, Pennsylvania, hereby state under oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. In late October 2014, Ms. Williams informed me that she had an interview with the Pittsburgh Federation of Teachers to join their staff as the Communications Director.
3. Ms. Williams had previously expressed her desire to return to Pittsburgh to work and live and was excited at this prospect.
4. At this time, Ms. Williams asked me to help her look for a new apartment in Pittsburgh.
5. During the last week of October 2014, Ms. Williams informed me that she had been offered the position at Pittsburgh Federation of Teachers following a phone interview.
6. Ms. Williams stated at that time that she intended to accept the position and move to Pittsburgh.
7. Ms. Williams asked if she could live with me and my husband while she looked for an apartment and got set up in Pittsburgh. This was a natural request, as Ms. Williams and I had been close friends for several years and our guest room was commonly referred to as "Lindsey's Room."
8. My husband and I agreed that Ms. Williams was welcome to live with us as long as she needed to find an apartment and get resettled in Pittsburgh.
9. Ms. Williams travelled to visit her parents in Wyoming, Pennsylvania, the weekend of October 31-November 2 to pick up furniture that she had stored at her parents' home in anticipation of her move back to Pittsburgh.
10. Ms. Williams and I discussed when she would arrive at our home. She was unable to schedule a meeting with Jesse at PFT until Friday, November 7. We agreed that she would come to Pittsburgh on the evening of November 6, 2014 so that she could go to PFT before her meeting with Jesse the following day and fill out employment paperwork. Additionally, if she came out the on November 6, we could empty her car of her belongings so that she didn't have to drive around Pittsburgh with her dining room table and two suitcases.
11. On November 6, 2014, Ms. Williams arrived at my home with a carload of her belongings, including her dining room table, numerous pieces of framed wall art, her law school diploma, two suitcases full of clothing, and several bags of shoes. Everything except her table was kept in our guest room; the table was kept in our garage.

12. On November 7, 2014, Ms. Williams met with Jesse from PFT and filled out employment paperwork during the day.

13. On November 9, 2014, Ms. Williams, Michele Long, and I went to look at apartments. Ms. Williams, Ms. Long and I looked at three separate apartments that day.

14. One of the apartments that we looked at that day was the apartment where Ms. Williams currently resides at \_\_\_\_\_, Pittsburgh, Pennsylvania 15229.

15. While touring this apartment, we met the landlord/owner of the property and were able to ask him several questions, including one about replacing an outer door with one that would be more secure,

16. Ms. Williams put an application in for the apartment at \_\_\_\_\_ that following week and her application was accepted.

17. While living with us, Ms. Williams paid for groceries and helped with common household work (i.e., dishes) and helped put up the outdoor Christmas lights on the house.

18. On Wednesday, November 12, I drove Ms. Williams to the airport for an early morning flight to Los Angeles, California, for a previously scheduled work trip.

19. Ms. Williams left her vehicle at our home during her trip, as well as her dining room table, artwork, one suitcase full of clothing, and several bags of shoes.

20. When Ms. Williams returned to Pittsburgh a couple weeks later, after she had finished packing up her apartment in Maryland, my husband and I repacked Ms. Williams' things in her car and drove it to her new apartment and helped her unload her U-Haul and unpack.

End of statement.

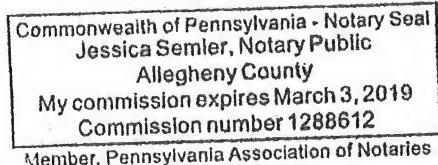
State of Pennsylvania  
County of Allegheny

Rebecca Boyle

On this, the 1<sup>st</sup> day of November, 20 13, before me Jessica Semler, the undersigned officer, personally appeared Rebecca Boyle, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jessica Semler  
Notary Public



# Exhibit C

**AFFIDAVIT**

I, Patrick Boyle, of  
oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. In late October, 2014, my wife, Rebecca Boyle, asked me to help her look for an apartment for Ms. Williams for her anticipated move back to Pittsburgh.
3. I began searching online for apartments in various neighborhoods in the Pittsburgh area. I also picked up the local Apartment Guide to assist in my search.
4. I texted Ms. Williams back and forth several times over the next several days with potential apartments for her to look at.
5. At the beginning of November, my wife asked if it would be ok if Ms. Williams lived with us while she looked for her own apartment and got set up in Pittsburgh. This was a natural request, as Ms. Williams and my wife had been close friends for several years and our guest room was commonly referred to as "Lindsey's Room."
6. I readily agreed that Ms. Williams was welcome to live with us starting with the beginning of November for whatever period she wished while she was searching for her own apartment in Pittsburgh.
7. On November 6, 2014, Ms. Williams arrived at our home with a carload of her belongings, including her dining room table, numerous pieces of framed wall art, her law school diploma, two suitcases full of clothing, and several bags of shoes.
8. While living with us, Ms. Williams paid for groceries and helped with common household work (i.e., dishes) and helped put up the outdoor Christmas lights on the house.
9. At some point after she arrived, Ms. Williams went on an out of town work trip for several weeks, during which time she left her vehicle at our house, as well as her dining room table, artwork, one suitcase full of clothing, and several bags of shoes.

10. When Ms. Williams returned to Pittsburgh a few weeks later, after she finished packing up her belongings in Maryland, and my wife and I repacked Ms. Williams' things into her car and drove it to her new apartment and helped her unload her U-Haul and unpack.

End of statement.

Perry Potts

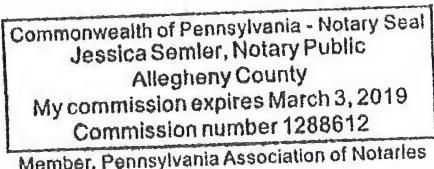
State of Pennsylvania  
County of Allegheny

On this, the 1<sup>st</sup> day of October, 2018, before me Jessica Semler, the undersigned officer, personally appeared Patrick Boyle, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jessica Semler

Notary Public



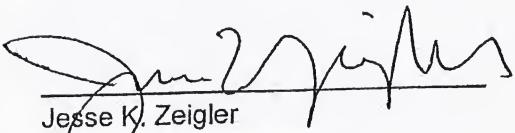
# Exhibit D

AFFIDAVIT

I, Jesse K. Zeigler, of Palm Harbor, Florida, hereby state under oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. I am a National Representative for the American Federation of Teachers and was assigned to Pittsburgh during the Fall of 2014.
3. In September and October of 2014, I had a number of phone calls and emails with Lindsey Williams regarding the open Communications Director position at the Pittsburgh Federation of Teachers (PFT).
4. I completed an initial phone interview with Ms. Williams and set up a second interview video conference interview with PFT President Nina Esposito-Visgiris on October 10, 2014.
5. At some time after that video conference interview, I called Ms. Williams and offered her the position. We had not yet met Ms. Williams. I told her that we did not need to interview her a third time in person. I said that if she was coming out to Pittsburgh, we wanted her to stay in Pittsburgh.
6. Ms. Williams accepted the position over the phone.
7. Ms. Williams told me that she would be living with a friend in Pittsburgh until she found her own apartment.
8. Ms. Williams and I figured out an official start date that worked with President Esposito-Visgiris and Ms. Williams finishing her job at the Teamsters International.
9. Ms. Williams told me that she wanted to come to Pittsburgh before she officially started. I agreed to meet her for lunch if she came to town.
10. Ms. Williams and I had lunch at Piper's Pub on Friday, November 7, 2014 before I left to go home for the weekend.

End of statement.



Jesse K. Zeigler

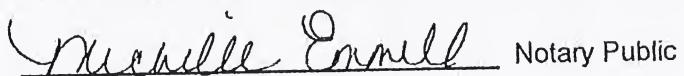
3

State of Washington, DC  
County of \_\_\_\_\_

On this, the 7<sup>th</sup> day of December, 2018, before me  
Michelle Emmell, the undersigned

personally appeared Jesse K. Zeigler,  
to me (or satisfactorily proven) to be the person(s) whose  
name(s) are subscribed to the within instrument, and  
acknowledged that he/she executed the same for the  
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Michelle Emmell Notary Public



Michelle Emmell  
Notary Public, District of Columbia  
My Commission Expires 10/14/2022

# Exhibit E

## AFFIDAVIT

I, Jason Miller, of Taneytown, Maryland, hereby state under oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. In November 2012, my now wife's sister Lindsey Williams unexpectedly lost her job. I offered that she could move in with us if she needed.
3. In May 2013, Ms. Williams decided to move into our house at [REDACTED] until she found a new job and got back on her feet financially.
4. I helped Ms. Williams move from her apartment in Arlington, Virginia to our house in Maryland.
5. We could not fit all of Ms. Williams belongings into our apartment. Therefore, all of her kitchen stuff, some of her furniture, her holiday decorations, and other miscellaneous items were moved into her parents house in Wyoming, Pennsylvania.
6. Ms. Williams living at our home was always intended to be temporary.
7. In late October 2014 during dinner, Ms. Williams told me that she took a job at the Pittsburgh Federation of Teachers and would be moving out.
8. I spent Friday, October 31, 2014 until Sunday, November 2, 2014 at the home of Nancy and Jack Williams in Wyoming, Pennsylvania with Ms. Williams and my wife Caitlyn Miller. We attended a party at Allison and David Casterline's house on Saturday, November 1st.
9. On Sunday, November 2, 2014, I helped load Ms. Williams car with her personal belongings including her kitchen table for her to move it to Pittsburgh. We were unable to fit everything in her car.
10. Ms. Williams left her belongings in her car until she drove to Pittsburgh a few days later.
11. On November 22, 2014, I drove with Ms. Williams to pick up the UHaul truck and helped her and the movers load the truck with her remaining belongings.

End of statement.

State of Maryland

County of Frederick

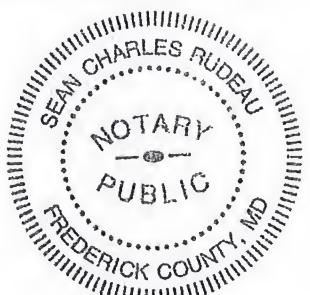
On this, the 1<sup>st</sup> day of Dec., 2018, before me  
Sean Rudeau, the undersigned officer,  
personally appeared Jason Miller, known to  
me (or satisfactorily proven) to be the person(s) whose  
name is subscribed to the within instrument, and  
acknowledged that he/she executed the same for the  
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAN C. RUDEAU

Notary Public of Frederick County, MD  
My Commission Expires September 6, 2020



# Exhibit F

## AFFIDAVIT

I, Nancy J. Williams, of Wyoming, Pennsylvania, hereby state under oath that:

1. I am an adult individual, and have personal knowledge of the facts contained herein.
2. In November 2012, my daughter Lindsey Williams unexpectedly lost her job and around May 2013 she temporarily moved in with her sister Caitlyn Miller and her now husband Jason Miller.
3. Ms. Williams could not fit all of her belongings into her sister's townhouse. Therefore, a large number of her belongings were moved into a shed in the backyard at our house. I took photos for insurance purposes. (photos attached)
4. In late October 2014, Ms. Williams told me that she took a job at the Pittsburgh Federation of Teachers and would be moving to Pittsburgh.
5. Ms. Williams told me that she would be coming to get her belongings to take them to Pittsburgh on Friday, October 31, 2014. She stayed at home with us until Sunday, November 2, 2014. We attended a 20th anniversary party at Alison and David Casterline's house on Saturday, November 1, 2014.
6. On Sunday, November 2, 2014, my husband Jack Williams and my son-in-law Jason Miller loaded Ms. Williams car with her personal belongings for her to move it to Pittsburgh. We were unable to fit everything in her car.
7. On November 21 or November 22, 2014, my husband and I drove to my daughter Caitlyn Miller's house to help Ms. Williams move the rest of her belongings.
8. On November 23, my husband drove the UHaul truck from Maryland to Pittsburgh and I drove my Jeep and followed them.
9. Ms. Williams still has mail sent to our house with her name on it on a regular basis.

End of statement.

Nancy J. Williams

Nancy J. Williams

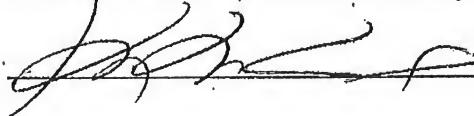
Wyoming, PA 18644

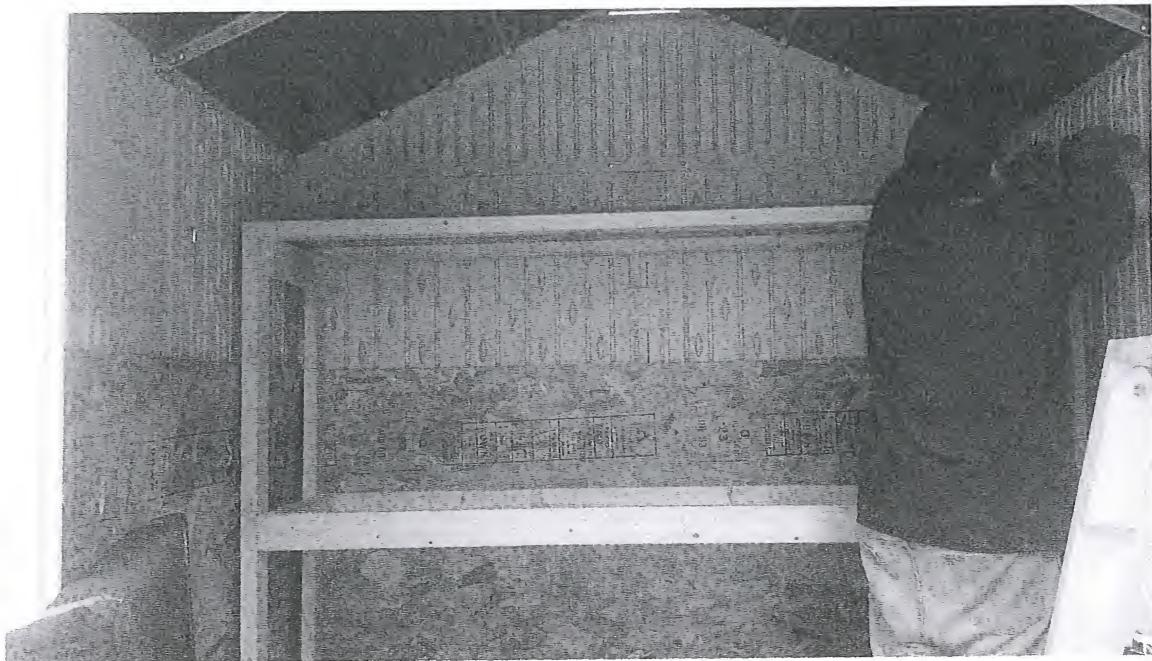
State of PA

County of Luzerne

On this, the 7<sup>th</sup> day of Dec, 2018, before me \_\_\_\_\_, the undersigned officer, personally appeared Nancy J Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

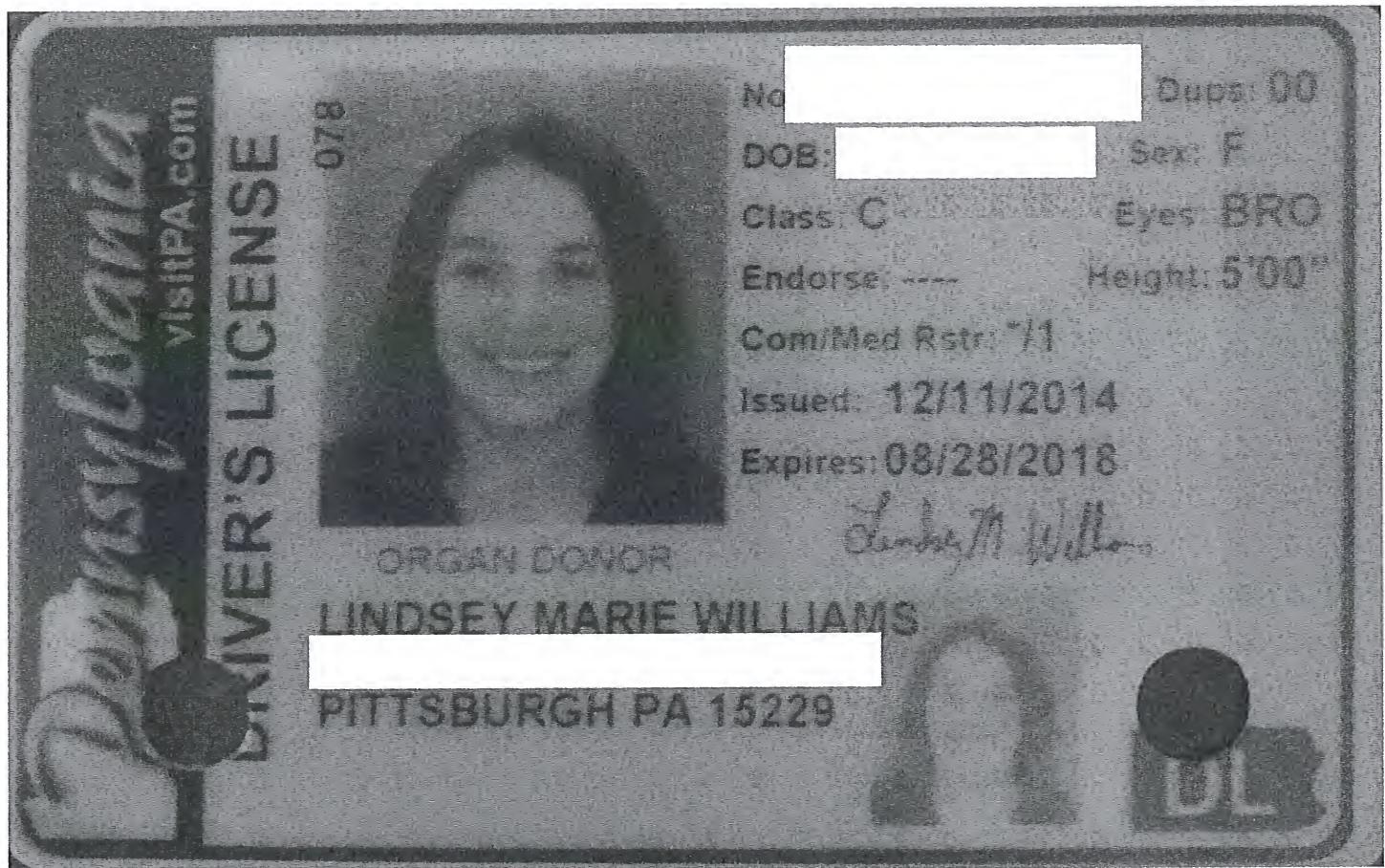
In witness whereof, I hereunto set my hand and official seal.

 Notary Public



# **Exhibit G**





# Exhibit H

COMMONWEALTH OF PENNSYLVANIA  
Magisterial District No. MDJ19-3-04  
165 Fairview Court  
New Freedom, PA 17349  
717-227-0688



CITATION NO.: T2534265-6

Docket Number Assigned by Court:

MJ-19304-TR-0003122-2014

ISSUED: 11/02/2014

### TRAFFIC CITATION - PUBLIC ACCESS COPY

Defendant's First Name <b>LINDSEY</b>	Middle Name <b>MARIE</b>		Last Name <b>WILLIAMS</b>			Suffix <b>SECURE</b>	Driver's Number <b>CDL</b>	State <b>PA</b>	Sex <b>F</b>
Defendant's Address Street <b>CROFTON</b>		City <b>CROFTON</b>		State <b>MD</b>	Zip Code <b>21114-1832</b>	D.O.B. <b>I</b>	Primary Phone No. <b>2nd Phone No.</b>		
<b>PRIMARY VEHICLE</b>	Veh Reg No. <b>1BH18265</b>	Reg Yr. <b>2016</b>	State <b>MD</b>	Model Yr. <b>2014</b>	Make <b>CHEV</b>	Model <b>CHEV-SON</b>	Style <b>Station Wagon</b>	Color <b>Black</b>	
<b>TRAILING UNIT 1</b>	Veh Reg No.	Reg Yr.	State	Model Yr.	Make	Style	Color		
<b>TRAILING UNIT 2</b>	Veh Reg No.	Reg Yr.	State	Model Yr.	Make	Style	Color		
Owner/Lessee or Carrier <b>WILLIAMS</b>		First Name <b>LINDSEY</b>		Middle Name <b>MARIE</b>		Suffix			
Owner Street Address <b>CROFTON</b>		City <b>CROFTON</b>		State <b>MD</b>	Zip Code <b>21114-1832</b>				
<b>Charge</b> <b>MAXIMUM SPEED LIMITS</b>									
Nature of Offense <b>SPEEDING</b>						67 PA Code	Section <b>3362</b>	Subsection <b>A2</b>	
						Ref. 49 CFR	FINE	\$ 35.00	
Actual Speed <b>60</b>	Allowed Speed <b>55</b>	Timing Device <b>Clocked</b>	Fine Doubled Due To				E.M.S.	\$ 10.00	
Offense Date <b>11/02/2014</b>	Time <b>14:12</b>	Day <b>Sunday</b>	Vehicle Weight lbs.	Permitted Weight lbs.	File on Info. Rec'd No	Lab Serv. Requested No	SURCHARGE	\$ 45.00	
Comm. Veh No.	Hez/Mot No	Juvenile No	Parents Notified No	Accident Rpt. No	Incident Number	Weather Conditions No Adverse Conditions	COSTS	\$ 37.50	
Location <b>ON I-83 SB AT MM 17</b>									
Rout <b>0083</b>	Dir. of Travel <b>S</b>	Interstate <b>Yes</b>	County <b>SPRINGETTSBURY TWP</b>	Twp-Boro-City <b>SPRINGETTSBURY TWP</b>			Total Due	\$ 137.50	
Speed Timing Device Operator <b>TPR EAKEN</b>				Miles Followed <b>0.50 mi</b>	Miles Timed	Secs. Timed	Special Activity <b>STEP - ST (Straight Time)</b>		
Stopped By Marked	Observed By Marked	Speed Detection Type		Station Equip. Tested <b>S67</b>	Date Equip. Tested <b>08/08/2014</b>	Speed Equip. Serial No. <b>007032586</b>			
Confidential Information Section <b>SECURE</b>									
I verify that the facts set forth in this citation are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to the unworn falsification to authorities. I certify this filing complies with the UJS Case Records Public Access Policy.									
Officer <b>EAKEN</b>	E-FILED								
THIS CITATION HAS BEEN ISSUED/FILED BY A MEMBER OF THE				PA STATE POLICE - YORK				Officer ID No. <b>677998</b>	
								ORI Number <b>PAPSP9400</b>	Phone Number <b>(717)428-1011</b>

#### RIGHTS AND OBLIGATIONS

This citation will be filed with the magisterial district judge whose address appears above.

- Within ten (10) days of the receipt of this citation you must:
  - PLEAD NOT GUILTY by notifying the proper Magisterial District Judge in writing, signing the appropriate plea below, and by forwarding for collateral an amount equal to the Total Due plus \$0.00 if the offense charged is under the Vehicle Code, or if the Total Due is not specified, by forwarding the sum of \$50.00 as collateral for your appearance at trial.
  - OR
  - PLEAD NOT GUILTY by appearing before the proper Magisterial District Judge and posting such collateral for your appearance as the Magisterial District Judge shall require.
  - OR
  - Appeal before the proper Magisterial District Judge to enter a plea if you cannot afford to pay the Total Due or the \$50.00 collateral.
  - OR
  - PLEAD GUILTY by notifying the proper Magisterial District Judge in writing, signing the appropriate plea below, and by forwarding an amount equal to the Total Due as specified, or by making payments online through Pennsylvania's Unified Judicial System web portal. Visit the portal at <http://ujsportal.pacourts.us> to make a payment.
  - OR
  - PLEAD GUILTY by appearing before the proper Magisterial District Judge if the Total Due is not specified or if you are required to appear because of the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. § 1543(b) (Driving while operating privilege is suspended or revoked).
  - If you fail to appear for trial, the trial may be held in your absence.
  - If you have been charged with a summary offense under the Vehicle Code, failure to respond within the time specified above will result in the suspension of your driver's license, the issuance of a summons or a warrant for your arrest.
  - If you have been charged with a violation of a local ordinance or any parking offense, failure to respond within the time specified above will result in the issuance of a summons.
  - If you plead guilty or are found guilty, points may be assessed against your driver's record. An accumulation of points may result in the suspension of your driving privilege.
  - If you plead guilty or are found guilty, points may be assessed against your driver's record. An accumulation of points may result in the suspension of your driving privilege.
  - Your driving privilege WILL BE SUSPENDED if you plead guilty or are found guilty of certain offenses under the Vehicle Code, including but not limited to, 75 Pa.C.S. §§ 1371, 3341, 3345, 3387, 3718, 3733, 3734, 3738, subsequent convictions of Pa.C.S. § 3351 when occurring in an active work zone and an accident report is submitted by the police, subsequent convictions of 75 Pa.C.S. § 1501 a violation of 75 Pa.C.S. § 3361 when occurring in an active work zone and an accident report is submitted by the police, and a violation of 75 Pa.C.S. § 3362 when occurring in an active work zone.
  - If you are found guilty by the Magisterial District Judge, or you plead guilty, and you wish to appeal, you have THIRTY (30) days to file an appeal for a trial in the Court of Common Pleas.
  - If you are disabled and require assistance, please contact the Magisterial District office shown above.

#### Explanation of Terms:

E.M.S. - Emergency Medical Service Act

SURCHARGE - Funds distributed pursuant to 75 Pa.C.S. § 6506

J.C.P./A.T.J. - Judicial Computer Project/Access to Justice

# Exhibit I

Voters: Find/Modify Voter

WILLIAMS, LINDSEY MARIE      Security: Not Restricted      Last Changed: 5/9/2017 11:00:19 AM  
104408335-02      Voter Hall of Fame      Federal Voter

General     Districts     Votes     Correspondence     Petitions     Changes     Documents     In Other     Application

ID Number:      Registered: Status Reason:  
12/25/2014      ACTIVE - REGISTERED  
12/11/2014 - 12/25/2014

Title: Last Name: First Name: Middle Name: Suffix: Maiden Name: Verify  
WILLIAMS      LINDSEY      MARIE      ✓

House #: 172 Street Name: Unit: Unit #: City: State: Zip Code:  
PITTSBURGH      PA      15229

Address Line 2: Mail Addr Line 1: Mail City: State: Mail Zip: Mail Country:

Email Address:

Birth Date: Phone: U: Sex: Race: Language: Assistance:  
DEMOCRATIC      ✓      ✓      ✓      ✓      ✓

Party: Other Party: Last Voted: Must Vote In Person Poll Worker Poll Worker Interest  
DEMOCRATIC      ✓      05/15/2018     

Precinct Split: Insert Clear        
2230003-1      ✓      WEST VIEW 00 C      ✓      C

OK      Cancel

Record:  1  of 1



Wednesday, September 5, 2018 11:20 AM

Cnty	Date	Election	Method	Party	Location	Reason	Prec-Split
02	5/15/2018 1...	2018 GENERAL PRIMARY	AP	D			2230003-1
02	11/7/2017 1...	2017 MUNICIPAL ELECTION	AP	D			2230003-1
02	5/16/2017 1...	2017 MUNICIPAL PRIMARY	AP	D			2230003-1
02	11/8/2016 1...	2016 GENERAL ELECTION	AP	D			2230003-1
02	4/26/2016 1...	2016 GENERAL PRIMARY	AP	D			2230003-1
02	11/3/2015 1...	2015 MUNICIPAL ELECTION	AP	D			2230003-1
02	5/19/2015 1...	2015 MUNICIPAL PRIMARY	AP	D			2230003-1



Board of Elections: Anne Arundel

## Voter Profile Report

Voter Information						Date : 07/31/2018
Voter ID	Last Name	First Name	Middle Name	Suffix	DOB	Driver License
	WILLIAMS	LINDSEY				
Alternate Names	Last Name	First Name	Middle Name	Suffix		
Voting Histories		Election Description	Election Participated	Voting Method		
11/04/2014		2014 GUBERNATORIAL GENERAL ELECTION	VOTED	EARLY VOTING		
06/24/2014		2014 GUBERNATORIAL PRIMARY ELECTION	VOTED	POLLING PLACE		
Custom Fields						
CONFIRMATION # WILLIN-25-JAN-2014-5131						
Contact Information						
Activity Log	User Name	Modified Date	Effective Date	Description	Old Value	New Value
sbe_anne_rstitt		02/22/2018	02/22/2018	Split	Districts Added: 7500000280	
annea_bmitchell-frazier		03/24/2017	03/24/2017	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_bmitchell-frazier		03/24/2017	03/24/2017	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_crichards		02/22/2017	02/22/2017	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_crichards		02/22/2017	02/22/2017	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_crichards		02/22/2017	02/22/2017	Voter Status Reason	Confirmation Mail Process	
annea_crichards		02/22/2017	02/22/2017	Voter Source of Change	CONF - Confirmation Notice	
annea_crichards		02/22/2017	02/22/2017	NVRA Mailing Address		
annea_crichards		08/10/2016	08/10/2016	Voter Status	Active	
annea_crichards		08/01/2016	08/01/2016	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_crichards		08/01/2016	08/01/2016	Confirmation Card (Correspondence Card)	Residential Confirmation Notice Printed/Extracted.	
annea_lmiller		07/25/2016	07/25/2016	Voter Source of Change	ERIC Report	